



SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT REQUEST FOR PROPOSALS

LANDSCAPE AND TREE MAINTENANCE SERVICES FOR DIAMOND BAR HEADQUARTERS

P2022-08

South Coast Air Quality Management District (South Coast AQMD) requests proposals for the following purpose according to terms and conditions attached. In the preparation of this Request for Proposals (RFP) the words "Proposer," "Contractor," "Consultant," "Bidder" and "Firm" are used interchangeably.

PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified contractors with C-27 & D-49 licenses interested in providing landscape and tree maintenance services at South Coast AQMD headquarters, located at 21865 Copley Drive, Diamond Bar, CA 91765 for a three (3) year contract with two (2) optional one (1) year extensions.

INDEX - The following are contained in this RFP:

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Attachment A – Landscape Maintenance Services Scope of Work

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SECTION I: BACKGROUND/INFORMATION

South Coast AQMD is a regional governmental agency responsible for meeting air quality health standards in Orange County, and the urban portions of Los Angeles, Riverside, and San Bernardino Counties.

The purpose of this RFP is to obtain proposals for landscape and tree maintenance services, irrigation repairs, and supplies for the South Coast AQMD headquarters located at 21865 Copley Drive, Diamond Bar, CA 91765. Landscaped areas total approximately 82,700 square feet and typically require approximately 40-60 hours per week for routine landscape maintenance services.

The proposer, having carefully examined the specifications attached hereto, proposes and agrees to furnish all necessary labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, and any other incidentals necessary to maintain the grounds in strict conformity to South Coast AQMD specifications.

CONTRACT TERM

The landscape and tree maintenance service contract term will be from July 1, 2022 through June 30, 2025. All Normal maintenance, service, and irrigation repairs shall be performed at the straight time rate from 7:00 a.m. to 5:30 p.m., Monday and Saturday, excluding holidays.

SECTION II: CONTACT PERSON

Questions regarding the content or intent of this RFP or on procedural matters should be addressed to:

Brian Roberts
Building Maintenance Manager
 South Coast AQMD
 21865 Copley Drive
 Diamond Bar, CA 91765-4178
 (909) 396-2278
 (909) 396-3964 Fax
BRoberts@aqmd.gov

Pete Olvera
Building Supervisor
 South Coast AQMD
 21865 Copley Drive
 Diamond Bar, CA 91765-4178
 (909) 396-2293
 (909) 396-3964 Fax
POlvera@aqmd.gov

SECTION III: SCHEDULE OF EVENTS

Date	Event
February 4, 2022	RFP Released
February 18, 2022	Mandatory Zoom Bidder's Conference*
February 22 – March 4, 2022	Mandatory In-Person Walkthrough**
March 16, 2022	Proposals Due to South Coast AQMD – No Later Than 2:00 p.m.
March 17 – March 25, 2022	Proposal Evaluations
June 3, 2022	Governing Board Approval
July 1, 2022	Anticipated Contract Execution

***MANDATORY ZOOM BIDDER'S CONFERENCE**

A bidder's conference will be held on:

Date: February 18, 2022
 Time: 10:00 a.m.

Those interested in participating will need to contact Marissa Campos at mcampos@aqmd.gov no later than February 17, 2022 at 5:00 p.m. for the Zoom ID/link.

****MANDATORY IN-PERSON WALKTHROUGH**

Those interested in participating will need to contact Marissa Campos at mcampos@aqmd.gov to set up an in-person walkthrough between February 22 – March 4, 2022.

As of January 17, 2022, the Los Angeles County Department of Public Health made it MANDATORY to wear surgical grade, N95, or KN95 face coverings (no cloth masks allowed) while inside the workplace.

The following guidelines must be strictly adhered to while at the South Coast AQMD:

1. Face coverings must be worn while inside the South Coast AQMD facilities.
2. Whether the person is vaccinated or not, a face-covering MUST still be worn while inside the South Coast AQMD facilities.
3. Make sure the face covering fits to cover your nose, mouth, and chin. If you adjust the face covering to cover those areas, wash your hands before and after.
4. At the time of entering the main lobby, you will be temperature checked.
5. You will also be provided an Outside Contractor Declaration to fill out.

Proposals will not be accepted from businesses that do not send an authorized representative to BOTH the mandatory Zoom bidder's conference and in-person walkthrough.

PRE-BID INQUIRIES

All pre-bid inquiries regarding this RFP #P2022-08 must be received via fax or email no later than 3:00 p.m. on March 15, 2022. Questions received after the deadline will not be acknowledged.

SECTION IV: PARTICIPATION IN THE PROCUREMENT PROCESS

It is the policy of South Coast AQMD to ensure that all businesses including minority business enterprises, women business enterprises, disabled veteran business enterprises and small businesses have a fair and equitable opportunity to compete for and participate in South Coast AQMD contracts. Attachment A to this RFP contains definitions and further information.

SECTION V: STATEMENT OF WORK/SCHEDULE OF DELIVERABLES

A. Statement of Work

(See ATTACHMENT A and B)

B. Schedule of Deliverables

This RFP is to solicit proposals for providing landscape and tree maintenance services as specified during a 3-year term beginning July 1, 2022 and ending June 30, 2025.

SECTION VI: REQUIRED QUALIFICATIONS

Landscape maintenance contractors shall possess and maintain in-house, current and valid C-27 and D-49 contractor's licenses and pest control operator's certifications in compliance with all state and local governmental requirements. Contractor must also hold an Arborist Certification (i.e. as accredited by the International Society of Arboriculture) in the categories necessary to perform work under this RFP. Contractor must provide evidence of all current licensing and permits, as required, by local, State, and Federal regulations in providing services as described in ATTACHMENT A – Landscape Maintenance Scope of Work and ATTACHMENT B – Tree Maintenance Scope of Work. Contractor must be registered with and provide South Coast AQMD a copy of the Department of Industrial Relations DIR certification number (DIR PWC 100 Registration Number).

Contractor shall undergo American Green Zone Alliance (AGZA) or equivalent accreditation and training which will be provided by South Coast AQMD. This training shall cover the safety and efficient operation of electric equipment, proper storage and charging procedures, competency training for basic trouble shooting and maintenance of electric equipment. All landscape maintenance equipment shall be battery-powered cordless electric type, 100% emission free equipment. Contractor shall have sufficient batteries and equipment to complete the daily required work load identified in the scope of work. Contractor may not use a stand-alone generator to charge batteries on the South Coast AQMD property. Arrangements can be made with the South Coast AQMD Building Maintenance Manager for on-site battery charging power source.

South Coast AQMD requires all landscape maintenance staff to wear vendor-supplied uniforms or shirts that identify them while working on South Coast AQMD premises. South Coast AQMD requires the supervisor to be fluent in English and to be able to communicate both orally and in written form. The supervisor shall have a company-supplied cell phone at all times. Contractor shall furnish all necessary labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, insecticides, and any other incidentals necessary to maintain South Coast AQMD grounds in strict conformity to the specifications necessary to perform the services outlined in each Scope of Work.

Contractor shall furnish evidence of Worker's Compensation Insurance in accordance with California statutory requirements, general liability insurance, and automobile liability insurance in accordance with Provision 9 of the attached Draft Contract.

South Coast AQMD will enter into contract with a prime contractor only. Should the prime contractor substitute a subcontractor for any of the responsibilities or obligations covered under the contract without prior approval of South Coast AQMD, such substitution will be grounds for termination of the prime contract.

SECTION VII: PROPOSAL SUBMITTAL REQUIREMENTS

Submitted proposals must follow the format outlined below and all requested information must be supplied. Failure to submit proposals in the required format will result in elimination from proposal evaluation. South Coast AQMD may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the due date. Please

check our website for updates (<http://www.aqmd.gov/grants-bids>). The cost for developing the proposal is the responsibility of the Contractor, and shall not be chargeable to South Coast AQMD.

Each proposal must be submitted in three (3) separate volumes:

- Volume I - Technical Proposal
- Volume II - Cost Proposal
- Volume III - Certifications and Representations included in Attachment E to this RFP, must be completed and executed by an authorized official of the Contractor.

A separate cover letter including the name, address, and telephone number of the contractor, and signed by the person or persons authorized to represent the Firm should accompany the proposal submission. Firm contact information as follows should also be included in the cover letter:

1. Address and telephone number of office in, or nearest to, Diamond Bar, California.
2. Name and title of Firm's representative designated as contact.

A separate Table of Contents should be provided for Volumes I and II.

VOLUME I - TECHNICAL PROPOSAL

DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL VOLUME

Summary (Section A) - State overall approach to meeting the objectives and satisfying the scope of work to be performed, the sequence of activities, and a description of methodology or techniques to be used.

Qualifications (Section B) – Provide a summary of Contractor's background and related experience in performing similar services for other governmental or equal size organizations. Provide references of other similar projects performed during the last five years demonstrating ability to successfully perform the required maintenance and service as outlined in the statement of work. Information shall include company name, address, contact name, title, and telephone number for all references listed. For convenience there is a list in Section X for this information.

Assigned Personnel (Section C) - Provide the following information about the staff to be assigned to this project:

1. List all key personnel assigned to the project by level, name and location. Provide a resume or similar statement describing the background, qualifications and experience of the lead person and all persons assigned to the project. Substitution of the identified lead person will not be permitted without prior written approval from the South Coast AQMD Building Maintenance Manager or his designee.
2. Provide a spreadsheet of the labor hours proposed for each labor category at the task level.

3. Provide a statement of education and training programs provided to, or required of, the staff identified for participation in the project, particularly with reference to the qualified technician that will be on site.
4. Provide a summary of the Contractor's general qualifications to meet required qualifications and fulfill statement of work, including additional Contractor personnel and resources beyond those who may be assigned to the project.

Subcontractors (Section D) – Should the prime contractor substitute a subcontractor for any of the responsibilities or obligations covered under the contract without prior approval of South Coast AQMD, such substitution will be grounds for termination of the prime contract.

Conflict of Interest (Section E) - Address possible conflicts of interest with other clients affected by actions performed by the Contractor on behalf of South Coast AQMD. South Coast AQMD recognizes that prospective Contractors may be performing similar projects for other clients. Include a complete list of such clients for the past three (3) years with the type of work performed and the total number of years performing such tasks for each client. Although the Proposer will not be automatically disqualified by reason of work performed for such clients, South Coast AQMD reserves the right to consider the nature and extent of such work in evaluating the proposal.

Additional Data (Section F) - Provide other essential data that may assist in the evaluation of this proposal. South Coast AQMD is transitioning away from use of gas-powered landscape equipment and establishing the property as a *Certified Green Zone*. List any program implementation indicating the sole use of electric equipment or certification with the American Green Zone Alliance (AGZA). AGZA provides assistance to all landscape contractors in certified transition to commercial electric operations.

VOLUME II - COST PROPOSAL

Name and Address - The Cost Proposal must list the name and complete address of the Proposer in the upper left-hand corner.

Cost Proposal – South Coast AQMD anticipates awarding a fixed price contract for the landscape and tree maintenance service, irrigation, repairs, and supplies. Cost information must be provided as listed below:

1. Detail must be provided by the following categories:
 - A. Labor – The Cost Proposal must list the fully-burdened hourly rates and the total number of hours estimated for each level of professional and administrative staff to be used to perform the tasks required by this RFP. Costs should be estimated for each of the components of the work plan.
 - B. Minor Parts, System Repairs, and Plant Materials Replacement – Include with each fiscal year, a contingency amount listed below to be used for the purchase of minor replacement parts, repairs, and planting materials as needed during the service and maintenance of the property:

Landscape Maintenance services:	\$4,400 per year
Tree Maintenance services:	\$6,600 per year
2. It is the policy of the South Coast AQMD to receive at least as favorable pricing, warranties, conditions, benefits and terms as other customers or clients making similar purchases or

receiving similar services. South Coast AQMD will give preference, where appropriate, to vendors who certify that they will provide “most favored customer” status to the South Coast AQMD. To receive preference points, Proposer shall certify that South Coast AQMD is receiving “most favored customer” pricing in the Business Status Certifications page of Volume III, Attachment E – Certifications and Representations.

VOLUME III - CERTIFICATIONS AND REPRESENTATIONS (see Attachment E to this RFP)

SECTION VIII: PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth in the section above, and this section. Failure to adhere to these specifications may be cause for rejection of the proposal.

Signature - All proposals must be signed by an authorized representative of the Proposer.

Due Date - All proposals are due no later than 2:00 p.m., March 16, 2022, and should be directed to:

Procurement Unit
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
(909) 396-3520

Submittal – Submit five (5) complete copies of the proposal in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and the words "Request for Proposals P2022-08."

Late bids/proposals will not be accepted under any circumstances.

Grounds for Rejection - A proposal may be immediately rejected if:

- It is not prepared in the format described, or
- It is signed by an individual not authorized to represent the Firm.

Modification or Withdrawal - Once submitted, proposals cannot be altered without the prior written consent of South Coast AQMD. All proposals shall constitute firm offers and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

SECTION IX: PROPOSAL EVALUATION/CONTRACTOR SELECTION CRITERIA

- A. Proposals will be evaluated by a panel of three to five South Coast AQMD staff members familiar with the subject matter of the project. The panel shall be appointed by the Executive Officer or his designee. In addition, the evaluation panel may include such outside public sector or academic community expertise as deemed desirable by the Executive Officer. The panel will make a recommendation to the Executive Officer and/or the Governing Board of South Coast AQMD for final selection of a contractor and negotiation of a contract.

- B. Each member of the evaluation panel shall be accorded equal weight in his or her rating of proposals. The evaluation panel members shall evaluate the proposals according to the specified criteria and numerical weightings set forth below.

1. Proposal Evaluation Criteria

(a) <u>Standardized Services</u>	<u>Points</u>
Understanding of Requirement	25
Contractor Qualifications	25
Past Experience	20
Cost	<u>30</u>
TOTAL:	100

(b) Additional Points

Small Business or Small Business Joint Venture	10
DVBE or DVBE Joint Venture	10
Use of DVBE or Small Business Subcontractors	7
Zero or Near-Zero Emission Vehicle Business	5
Local Business (Non-Federally Funded Projects Only)	5
Off-Peak Hours Delivery Business	2
Most Favored Customer	2

The cumulative points awarded for small business, DVBE, use of small business or DVBE subcontractors, Zero or Near-Zero emission vehicle business, local business, and off-peak hours delivery business shall not exceed 15 points. Most Favored Customer status incentive points shall be added, as applicable for a total of 17 points.

Self-Certification for Additional Points

The award of these additional points shall be contingent upon Proposer completing the Self-Certification section of Attachment E – Certifications and Representations and/or inclusion of a statement in the proposal self-certifying that Proposer qualifies for additional points as detailed above.

2. To receive additional points in the evaluation process for the categories of Small Business or Small Business Joint Venture, DVBE or DVBE Joint Venture or Local Business (for non-federally funded projects), the proposer must submit a self-certification at the time of proposal submission certifying that the proposer meets the requirements set forth in Attachments A and B. To receive points for the use of DVBE and/or Small Business subcontractors, at least 25 percent of the total contract value must be subcontracted to DVBEs and/or Small Businesses. To receive points as a Zero or Near-Zero Emission Vehicle Business, the proposer

must demonstrate to the Executive Officer, or designee, that supplies and materials delivered to South Coast AQMD are delivered in vehicles that operate on clean-fuels. To receive points as a Local Business, the proposer must affirm that it has an ongoing business within the South Coast AQMD at the time of bid/proposal submittal and that 90% of the work related to the contract will be performed within the South Coast AQMD. Proposals for legislative representation, such as in Sacramento, California or Washington D.C. are not eligible for local business incentive points. Federally funded projects are not eligible for local business incentive points. To receive points as an Off-Peak Hours Delivery Business, the proposer must submit, at proposal submission, certification of its commitment to delivering supplies and materials to South Coast AQMD between the hours of 10:00 a.m. and 3:00 p.m. To receive points for Most Favored Customer status, the proposer must submit, at proposal submission, certification of its commitment to provide most favored customer status to the South Coast AQMD. The cumulative points awarded for Small Business, DVBE, use of Small Business or DVBE Subcontractors, Local Business, Zero or Near-Zero Emission Vehicle Business, Off-Peak Hour Delivery Business and Most Favored Customer shall not exceed 17 points.

3. The lowest cost proposal will be awarded the maximum cost points available and all other cost proposals will receive points on a prorated basis. For example if the lowest cost proposal is \$1,000 and the maximum points available are 30 points, this proposal would receive the full 30 points. If the next lowest cost proposal is \$1,100 it would receive 27 points reflecting the fact that it is 10% higher than the lowest cost (90% of 30 points = 27 points).
- C. During the selection process the evaluation panel may wish to interview some proposers for clarification purposes only. No new material will be permitted at this time. Additional information provided during the bid review process is limited to clarification by the Proposer of information presented in his/her proposal, upon request by South Coast AQMD.
 - D. The Executive Officer or Governing Board may award the contract to a Proposer other than the Proposer receiving the highest rating in the event the Governing Board determines that another Proposer from among those technically qualified would provide the best value to South Coast AQMD considering cost and technical factors. The determination shall be based solely on the Evaluation Criteria contained in the Request for Proposal (RFP), on evidence provided in the proposal and on any other evidence provided during the bid review process.
 - E. Selection will be made based on the above-described criteria and rating factors. The selection will be made by and is subject to Executive Officer or Governing Board approval. Proposers may be notified of the results by letter.
 - F. The Governing Board has approved a Bid Protest Procedure which provides a process for a Bidder or prospective Bidder to submit a written protest to South Coast AQMD Procurement Manager in recognition of two types of protests: Protest Regarding Solicitation and Protest Regarding Award of a Contract. Copies of the Bid Protest Policy can be secured through a request to South Coast AQMD Procurement Department.

- G. The Executive Officer or Governing Board may award contracts to more than one proposer if in (his or their) sole judgment the purposes of the (contract or award) would best be served by selecting multiple proposers.
- H. If additional funds become available, the Executive Officer or Governing Board may increase the amount awarded. The Executive Officer or Governing Board may also select additional proposers for a grant or contract if additional funds become available.
- I. Disposition of Proposals – Pursuant to South Coast AQMD's Procurement Policy and Procedure, South Coast AQMD reserves the right to reject any or all proposals. All proposals become the property of South Coast AQMD, and are subject to the California Public Records Act. One copy of the proposal shall be retained for South Coast AQMD files. Additional copies and materials will be returned only if requested and at the proposer's expense.
- J. **If proposal submittal is for a Public Works project as defined by State of California Labor Code Section 1720, Proposer is required to include Contractor Registration No. in Attachment B. Proposal submittal will be deemed as non-responsive and Bidder may be disqualified if Contractor Registration No. is not included in Attachment E. Proposer is alerted to changes to California Prevailing Wage compliance requirements as defined in Senate Bill 854 (Stat. 2014, Chapter 28), and California Labor Code Sections 1770, 1771, 1725, 1777, 1813 and 1815.**
- K. PERFORMANCE AND PAYMENT BONDS

Before execution of the Contract, the Contractor shall file surety bonds in the amounts and for the purpose specified in the Request for Proposal (RFP). Bonds shall be issued by a surety who is listed in the latest version of U.S. Department of Treasury Circular 570, who is authorized to issue bonds in California, and whose bonding limitation shown in said circular is sufficient to provide bonds in the amount required by the Contract shall be approved by South Coast AQMD. Bonds from all other sureties shall be accompanied by all of the documents enumerated in the Code of Civil Procedure, Section 995.660a).

Each bond shall incorporate, by reference, the Contract and be signed by both the Bidder and Surety. The signature of the authorized agent of the Surety shall be notarized. The Contractor shall provide 2 good and sufficient surety bonds.

PERFORMANCE BOND

The Performance Bond shall be for 100 percent of the Contract Price to guaranty faithful performance of all work, within the time prescribed, in a manner satisfactory to South Coast AQMD, and that all materials and workmanship will be free from original or developed defects. The bond must remain in effect until the end of all warranty periods as set forth in the Contract Documents

The selected Contractor shall be required to furnish and pay all bond premiums, costs and incidentals listed below.

Should any bond become insufficient, the Contractor shall renew the bond within 10 Days after receiving notice from South Coast AQMD.

Should any surety at any time be unsatisfactory to South Coast AQMD, notice to the effect will be given to the Contractor. No further payments shall be deemed due or will

be made under the Contract until a new surety qualifies and is accepted by South Coast AQMD.

Changes in the Project or extension of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from the obligation. Notice of such changes or extensions shall be waived by the Surety.

PAYMENT BOND

Within fourteen days after execution of the Contract by South Coast AQMD and prior to performing any work under the Contract, the CONTRACTOR shall file with South Coast AQMD, a Payment Bond (material and labor bond) in an amount equal to one hundred (100) percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by the Contractor to perform the work.

The Payment Bond shall be not for less than 100 percent of the Contract price, to satisfy claims of material suppliers and mechanics and laborers employed on the Project. The Bond shall be maintained by the Contractor in full force and effect until the performance of the Contract is accepted by South Coast AQMD and until all claims for materials and labor are paid, and otherwise comply with the Civil Code. Contractor shall provide South Coast AQMD with Conditional Lien Releases with each payment request and Unconditional Lien Releases for the final payment for all material suppliers, mechanics and laborers employed on the Project.

1. UNSATISFACTORY SURETIES - Should any Surety, at any time, be deemed unsatisfactory by South Coast AQMD, notice will be given to the Contractor to that effect. No further payments shall be deemed due, or will be made under the Contract until a new Surety shall qualify and be accepted by South Coast AQMD.
2. EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.

SECTION X: COST PROPOSAL

CONTRACTOR NAME: _____

ADDRESS: _____

CITY: _____ ZIP CODE: _____

LANDSCAPE MAINTENANCE SERVICES**Labor Cost Schedule**

Landscape Laborer hours per month _____ Rate per hour _____

Landscape Irrigator hours per month _____ Rate per hour _____

Landscape Supervisor hours per month _____ Rate per hour _____

	Year 1	Year 2	Year 3	Year 4 (option)	Year 5 (option)
Landscape Laborer Cost	\$_____	\$_____	\$_____	\$_____	\$_____
Landscape Irrigator Cost	\$_____	\$_____	\$_____	\$_____	\$_____
Landscape Supervisor Cost	\$_____	\$_____	\$_____	\$_____	\$_____

Summary

	Year 1	Year 2	Year 3	Year 4 (option)	Year 5 (option)
Total Project Labor Cost	\$_____	\$_____	\$_____	\$_____	\$_____
Total Project Supply Cost	\$_____	\$_____	\$_____	\$_____	\$_____

(All inclusive, e.g., labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, chemicals including insecticides, fungicides, herbicides, soil additives, amendments, and other items needed to perform landscape maintenance work as directed)

Contingency (Not-to-Exceed)	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00
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SUBTOTAL PROJECT	\$_____	\$_____	\$_____	\$_____	\$_____
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COMBINED PROJECT TOTAL

\$ _____

PROJECT LANDSCAPE AND IRRIGATION EXTRA WORK UNIT COSTS**EXTRA WORK LABOR UNIT COSTS**

Landscape laborer hourly cost \$ _____

Landscape irrigator hourly cost \$ _____

Landscape supervisor hourly cost \$ _____

PLANT MATERIAL UNIT COSTS

All planting to include labor to install and water in material; inclusion of plant tabs is required.

1 - gallon shrub \$ _____ each

5 - gallon shrub \$ _____ each

15 - gallon shrub \$ _____ each

5 - gallon tree with all hardware \$ _____ each

15 - gallon tree with all hardware \$ _____ each

24" box tree with all hardware \$ _____ each

Flatted ground cover (from flats) \$ _____ each

IRRIGATION UNIT COSTS

The cost basis for all extra work shall be with material and labor supplied.

1. REMOTE CONTROL VALVE R & R RAINBIRD PESB SERIES (for reclaimed water) $\frac{3}{4}$ " \$ _____ each

1" \$ _____ each

1-1/4" \$ _____ each

1-1/2" \$ _____ each

2" \$ _____ each

2. REPAIR PVC MAINLINES EACH (CL 315 OR SCH. 40 < 2" OD for reclaimed water)

Assume main is not under hardscape and is +/- 24" deep, to include labor and fittings.
Unusual repairs can be negotiated.

1-1/2"	\$ _____ each
2"	\$ _____ each
2-1/2"	\$ _____ each

3. REPOSITION OR REPLACEMENT OF BOXES/VAULTS (for reclaimed water)

Raise valve boxes, fill soil to grade surrounding valve box	\$ _____
Replace valve box, rectangular 11" X 17"	\$ _____
Replace valve box, 9" round	\$ _____

4. REPLACE SPRINKLERS AND REQUIRED PVC/MARLEX PARTS

(All sprinkler heads utilized shall be for reclaimed water)

Rain Bird 1806 PRS SAM	\$ _____
Rain Bird 1812 PRS SAM	\$ _____
Rain Bird 1800 series Plastic Nozzle	\$ _____
Rain Bird 1800 series "Rotator" spray nozzle	\$ _____
Hunter PGP – Fixed Shrub Rotor	\$ _____
Hunter PFP – Popup 12" Rotor	\$ _____
Hunter PGM – Fixed Shrub Rotor	\$ _____

TREE TRIMMING AND PLANT HEALTH CARE MAINTENANCE

FY 2022-23 CONTRACT YEAR (Year 1)

1 Indian Laurel (Ficus)	\$_____ each	\$_____ Total
39 Canary Pine	\$_____ each	\$_____ Total
5 Jacaranda	\$_____ each	\$_____ Total
39 Canary Island Pine	\$_____ each	\$_____ Total
48 Liquid Amber	\$_____ each	\$_____ Total
164 Chinese Elm	\$_____ each	\$_____ Total
2 Iron Bark Eucalyptus	\$_____ each	\$_____ Total
12 Crape Myrtle	\$_____ each	\$_____ Total
13 Brisbane Box	\$_____ each	\$_____ Total
1 California Pepper	\$_____ each	\$_____ Total
17 Queen Palm (2x year)	\$_____ each	\$_____ Total
12 Citrus	\$_____ each	\$_____ Total
Contingency (Cost Not-to-Exceed)		<u>\$ 4,400.00</u>
Total (Cost FY 2022-23)		\$_____ Total

FY 2023-24 CONTRACT YEAR (Year 2)

1 Indian Laurel (Ficus)	\$_____ each	\$_____ Total
9 Coast Live Oak	\$_____ each	\$_____ Total
7 Black Locust	\$_____ each	\$_____ Total
164 Chinese Elm	\$_____ each	\$_____ Total
13 Brisbane Box	\$_____ each	\$_____ Total
1 California Pepper	\$_____ each	\$_____ Total
6 African Sumac	\$_____ each	\$_____ Total
5 Lemon Eucalyptus	\$_____ each	\$_____ Total
17 Queen Palm (2x year)	\$_____ each	\$_____ Total

12 Citrus	\$_____ each	\$_____ Total
Contingency (Cost Not-to-Exceed)		<u>\$ 4,400.00</u>
Total (Cost FY 2023-24)		\$_____ Total

FY 2024-25 CONTRACT YEAR (Year 3)

1 Indian Laurel (Ficus)	\$_____ each	\$_____ Total
39 Canary Pine	\$_____ each	\$_____ Total
5 Jacaranda	\$_____ each	\$_____ Total
39 Canary Island Pine	\$_____ each	\$_____ Total
48 Liquid Amber	\$_____ each	\$_____ Total
164 Chinese Elm	\$_____ each	\$_____ Total
2 Iron Bark Eucalyptus	\$_____ each	\$_____ Total
12 Crape Myrtle	\$_____ each	\$_____ Total
13 Brisbane Box	\$_____ each	\$_____ Total
1 California Pepper	\$_____ each	\$_____ Total
17 Queen Palm (2x year)	\$_____ each	\$_____ Total
12 Citrus	\$_____ each	\$_____ Total
Contingency (Cost Not-to-Exceed)		<u>\$ 4,400.00</u>
Total (Cost FY 2024-25)		\$_____ Total

FY 2025-26 CONTRACT YEAR (Year 4)

1 Indian Laurel (Ficus)	\$_____ each	\$_____ Total
9 Coast Live Oak	\$_____ each	\$_____ Total
7 Black Locust	\$_____ each	\$_____ Total
164 Chinese Elm	\$_____ each	\$_____ Total
13 Brisbane Box	\$_____ each	\$_____ Total
1 California Pepper	\$_____ each	\$_____ Total
6 African Sumac	\$_____ each	\$_____ Total
5 Lemon Eucalyptus	\$_____ each	\$_____ Total

17 Queen Palm (2x year)	\$_____ each	\$_____ Total
12 Citrus	\$_____ each	\$_____ Total
Contingency (Cost Not-to-Exceed)		<u>\$ 4,400.00</u>
Total (Cost FY 2025-26)		\$_____ Total

FY 2026-27 CONTRACT YEAR (Year 5)

1 Indian Laurel (Ficus)	\$_____ each	\$_____ Total
39 Canary Pine	\$_____ each	\$_____ Total
5 Jacaranda	\$_____ each	\$_____ Total
39 Canary Island Pine	\$_____ each	\$_____ Total
48 Liquid Amber	\$_____ each	\$_____ Total
164 Chinese Elm	\$_____ each	\$_____ Total
2 Iron Bark Eucalyptus	\$_____ each	\$_____ Total
12 Crape Myrtle	\$_____ each	\$_____ Total
13 Brisbane Box	\$_____ each	\$_____ Total
1 California Pepper	\$_____ each	\$_____ Total
17 Queen Palm (2x year)	\$_____ each	\$_____ Total
12 Citrus	\$_____ each	\$_____ Total
Contingency (Cost Not-to-Exceed)		<u>\$ 4,400.00</u>
Total (Cost FY 2024-25)		\$_____ Total

COMBINED PROJECT TOTAL **\$_____**

TYPICAL EXTRA WORK RATES

(Not Guaranteed Work)

All unit costs are to be bid for the duration of the three (3) year contract with two (2) optional one (1) year extensions for a total project term of five years.

A. **Tree Removal** – including grinding of stump and clean up

\$_____ per inch at DBH

B. **Tree Removal Only** – no stump grinding

\$_____ per inch at DBH

C. **Per Tree Service Request Trim** – Cost to dispatch two-person crew to perform minor trimming such as removal of a broken limb or other similar defect

\$_____ per Service Request Trim

D. **Service Request Response** – Cost to dispatch two-person crew with bucket truck to complete minor trimming

\$_____ per Service Request Response

E. **Emergency Response** – Cost per hour (after hour portal to portal)

Three-member crew - chipper truck crew equipped with appropriate lighting – able to work in inclement weather

\$_____ three-member crew per hour

Six-member crew – as above, with roll off/loader to clear larger quantities of debris quickly

\$_____ six-member crew per hour

F. **Rental Crew** – Cost per hour - Crew for miscellaneous trimming
Three-member crew - with bucket truck

\$_____ three-member crew per hour

Five-member crew – as above, with roll off/loader

\$_____ five-member crew per hour

Date:_____

To: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765
Attention: Procurement Manager

Subject: Landscape Maintenance Services

Based on the cost breakdown, the undersigned, having carefully examined the South Coast AQMD specifications attached hereto, hereby proposes and agrees to furnish all necessary labor, materials, equipment, and any other incidentals necessary to provide landscape maintenance services in the strict conformity with South Coast AQMD specifications for the stipulated combined three (3) year contract with two (2) optional one (1) year extensions for a total project cost of:

\$_____ **Dollars**
(\$_____)

The above pricing is all inclusive as identified in the Scope of Work and any extra work shall be charged separately. If this proposal is accepted by South Coast AQMD, the undersigned agrees to execute a contract for work to be accomplished under this proposal and to provide evidence of required Worker's Compensation Insurance and general and auto liability insurance as described in provision 9 of the draft contract.

Proposer's name: _____

Proposer's Address: _____

Authorized Signature: _____

Title: _____

Date: _____

To: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765
Attention: Procurement Manager

Subject: Tree Maintenance and Health Care Services

Based on the cost breakdown, the undersigned, having carefully examined the South Coast AQMD specifications attached hereto, hereby proposes and agrees to furnish all necessary labor, materials, equipment, and any other incidentals necessary to provide tree maintenance services in the strict conformity with South Coat AQMD specifications for the stipulated combined three (3) year contract with two (2) optional one (1) year extensions for a total project cost of:

\$ _____ **Dollars**
(\$ _____)

The above pricing is all inclusive as identified in the Scope of Work and any extra work shall be charged separately. If this proposal is accepted by South Coast AQMD, the undersigned agrees to execute a contract for work to be accomplished under this proposal and to provide evidence of required Worker's Compensation Insurance and general and auto liability insurance as described in provision 9 of the draft contract.

Proposer's name: _____

Proposer's Address: _____

Authorized Signature: _____

Title: _____

REFERENCES

Please provide five client references for which your company provides services to similar to the scope of services described in this RFP.

1. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____
Cell Number: _____ E-mail address: _____
2. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____
Cell Number: _____ E-mail address: _____
3. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____
Cell Number: _____ E-mail address: _____
4. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____
Cell Number: _____ E-mail address: _____
5. Company Name: _____

Address: _____

Contact Person: _____

Phone Number: _____ Fax Number: _____
Cell Number: _____ E-mail address: _____

SECTION XI: SAMPLE CONTRACT

A sample contract to carry out the work described in this RFP is available on South Coast AQMD's website at <http://www.aqmd.gov/grants-bids> or upon request from the RFP Contact Person (Section II).

ATTACHMENT A

LANDSCAPE MAINTENANCE SERVICES SCOPE OF WORK

1.00 **General Requirements**

- 1.01 **Landscape Maintenance** - Contractor shall provide all labor, materials, tools, equipment, transportation, hauling, dumping, fertilizers, chemicals (including insecticides, fungicides, herbicides, soil additives, amendments, etc.), and other items needed to perform landscape maintenance work as directed by this RFP or the South Coast AQMD Building Maintenance Manager or his designee. The boundaries of the area to be maintained is the entire 82,700 square feet of the South Coast AQMD campus. A graphic delineation of boundaries shall be made available to the Contractor upon request.
- 1.02 **Identification** – South Coast AQMD requires that all personnel working on premises wear uniforms or some type of identification supplied by Contractor. South Coast AQMD also requires that Contractor and all employees of Contractor sign in and sign out in of the Contractor Logbook located at the Main Security Desk when they are on South Coast AQMD property.
- 1.03 **System of Communication and Emergency Numbers** - Contractor shall provide cell phone communication for supervisors, maintaining 24-hour emergency response required by the South Coast AQMD Building Maintenance Manager. Contractor shall initiate remedial action within two (2) hours from the time of notification. Contractor shall notify the Building Maintenance Manager or his designee of the call-out and any action taken within 12 hours of the call-out.
- 1.04 **Protection of Property during Inclement Weather** - During periods of storms, Contractor will provide supervisory inspections of the project during regular assigned hours to prevent or minimize possible damage from inclement weather. Contractor shall report any storm damage to the South Coast AQMD Building Maintenance Manager or his designee immediately. If remedial work is required beyond the scope of this RFP, it shall be paid for as Extra Work.
- 1.05 **Supervision/Personnel** - Contractor shall always assure an experienced and highly-qualified supervisor (approved by the South Coast AQMD Building Maintenance Manager) be onsite with work crews. The supervisor shall be able to communicate fluently in English, both orally and in writing, and must be knowledgeable of these specifications.
- 1.06 **Project Inspections** - Monthly, Contractor or his representative shall schedule a project walk through with the South Coast AQMD Building Maintenance Manager or his designee for determining compliance with the specifications identified in the Scope of Work. The Building Maintenance Manager or his designee will provide a list of

unfinished or incorrectly completed items by Contractor in compliance with these specifications. Items on the list shall be rectified by Contractor within 14 days of notification.

- 1.07 **Licensing** - Contractor shall have and maintain a valid C-27 contractor's license and pest control operator's license. Contractor shall be licensed by the State of California and registered with the County of Los Angeles as a Pest Control Operator in the categories necessary to perform work under this RFP in compliance with all governmental requirements.
- 1.08 **Green Waste Management and Reporting** - All debris generated during Contractor's operations shall be gathered and disposed of in a legal manner. Contractor shall track the volume of green waste generated within the scope of the contract. A monthly report shall be prepared and be available for review upon request of South Coast AQMD. This report shall also define the location of disposal, whether the material went to a landfill and/or recycling facility, or if the material was used as a surface mulch either within the project or elsewhere.
- 1.09 **Plant Additions and/or Replacements** - Contractor may be requested to replace damaged or destroyed plant material and to perform remedial work. Such work shall be considered as Extra Work unless otherwise specified. Exceptions will be replacements required due to Contractor's neglect. All plant replacements shall conform to the varieties approved by the South Coast AQMD Building Maintenance Manager or his designee prior to installation. All new materials to be installed and labor performed by the Contractor shall be guaranteed by the CONTRACTOR for a period of one year after the completion and acceptance of the work. Exceptions are annual color plantings which shall be covered by the Contractor for a period of three months. No additional Contractor claims of faulty materials or deficient plants will be allowed by South Coast AQMD.
- 1.10 **Fertilization Schedule** – Contractor shall, at start of contract term, provide South Coast AQMD a written timeline showing the approximate dates of all scheduled fertilization as specified in Section 3.04 below.

2.00 **Extra Work**

In the event Contractor is requested and agrees to perform Extra Work not otherwise specified in the Scope of Work, the following procedure will govern:

All proposed Extra Work shall be started only after acceptance of Contractor's written estimate and written authorization by the South Coast AQMD Building Maintenance Manager or his designee. Work shall be executed at a lump-sum price. Extra Work costs shall be based on Contractor's unit cost provided for such work. Increases in labor costs during the term of the contract shall be borne by Contractor.

All irrigation and landscape renovation or repairs may proceed only after the Building Maintenance Manager or his designee's approval of a written estimate and subsequent written authorization.

Extra Work may include, but is not be limited to, the following:

- (a) Replacement of plants due to failures beyond Contractor's control.
- (b) Replacement or repair of broken or damaged sprinkler heads, valves, quick couplers, controllers, etc. when not the result of Contractor negligence
- (c) Soil or plant testing.
- (d) Remedial Landscaping (No changes shall be made to the existing landscape unless so directed in writing by the Building Maintenance Manager or his designee.)
- (e) Repairs or replacements due to vandalism or Acts of God.
- (f) Replacement or installation of annual color.

This RFP does not grant Contractor the exclusive right to said Extra Work.

2.01 Liquidated Damages Schedule Failure

- A. Failure of the Contractor to adhere to schedules may result in damages to South Coast AQMD. Costs incurred for additional inspections or administration (such as finding an alternate vendor) will result in Liquidated Damages.
- B. Three hundred dollars (\$300.00) shall be deducted from Contractor's next invoice payment for each such schedule failure. These deductions may be assessed on a per day basis or a per event basis, at the discretion of the South Coast AQMD Building Maintenance Manager or his designee.
- C. South Coast AQMD shall deduct the amount indicated in Section 2.01B for each such failure should the Contractor fail to adhere to the service schedule.

2.02 Liquidated Damages Performance Failure

- A. Failure of the Contractor to perform per contract specifications may result in damages owed to South Coast AQMD. Costs incurred for additional inspections or administration (such as finding an alternate vendor) will result in Liquidated Damages. Failure to adhere to performance specifications as defined in this section shall be considered a penalty. Such incurred costs shall be deducted from the Contractor's next invoice.
- B. Continued failure of the Contractor to provide services per contract documents and specifications shall give the South Coast AQMD the right to deliver the services by other means for said deficiencies and back charge the incumbent Contractor for the incurred costs including administrative costs associated with having the work completed by other means.

- C. The Contractor shall be notified both verbally and in writing (e-mail) each time Contractor performance is unsatisfactory and corrective action is necessary as defined by 2.06a above.
- D. The Contractor shall incur \$300.00 liquidated damage per week for failure to complete any seasonal duties per agreed upon schedule until the Contractor completes the task.
- E. The Contractor shall incur \$300.00 liquidated damage penalty for failure to complete any Extra Work of a critical nature such as irrigation mainline repair per requirements of Section 4.02 of this attachment.
- F. South Coast AQMD shall give notice to the Contractor to terminate the contract thirty (30) days prior to termination if deficiencies continue to occur.

3.00 **Plant Care**

3.01 **Shrub Care**

3.01.1 **Pruning**

- A. Pruning of shrubs shall be performed to attain maximum desired effect or purpose while retaining as much of the natural characteristics or branching as possible.
- B. Shrubs shall be pruned, as required, for safe removal of broken or diseased branches, general containment, or appearance. Remove overly extended sucker type growth back to normal wood throughout the year. Remove low branches which are growing directly into adjacent ground cover. Remove branches which are blocking the effectiveness of landscape lighting fixtures. ***No shrubs shall be pruned or sheared into geometric shapes.***
- C. Natural Shape - The intent is to emphasize the natural form of the shrub. Initially, Contractor will "pinch prune" to keep shrub compact and develop structure. Contractor shall, on an annual basis, remove 25% of old stems to the ground to rejuvenate. Contractor shall avoid shearing, as it eliminates flowering wood and destroys character.
- D. Natural Hedge - The intent is to develop a loose, informal appearing hedge which requires only minimal attention to keep in shape and size. Initially, Contractor shall "pinch prune" to keep hedges compact. Allow to fill solid horizontally. This is critical to avoid "legginess."
- E. Formal Hedge - It is the intent that these shrubs have straight crisp edges. Initially, Contractor shall "pinch prune" with shears to encourage the shrubs to fill in.
- F. Pruning at the correct time or year is essential to maximize flowering potential.
- G. After flowering, remove any spent blossoms or flower stalks.

3.01.2 Fertilization

- A. See fertilization section for schedule and specifications Section 3.04 Fertilizer Application.
- B. The following shrubs shall require special feeding with an acid type fertilizer: Azaleas, Gardenias, Ferns, Liriope, Mahonia, and all plants displaying chlorosis shall be fertilized with chelated iron fertilizer.
- C. Due to area soil conditions, supplemental feedings of iron may be required to prevent chlorosis.
- D. Contractor is responsible for applying all materials required to correct mineral deficiencies affecting plant growth.

3.01.3 Weed, Pest, and Disease Control

- A. Contractor shall maintain a weed, pest, and disease-free shrub and shrub-bed always.
- B. All shrub areas not under planted with ground cover shall always be kept cleared of weeds.

3.02 **Ground Cover Care**

3.02.1 General Maintenance

- A. Ground covers shall be inspected weekly; maintenance shall include removal of all debris, including leaves, pine needles, branches and papers.
- B. Weeds shall be removed, as necessary, not allowing Bermuda grass or other noxious weeds to become established in these areas. Remove unintended plants growing from other sources such as volunteer tree shoots, non-conforming ground covers, and Oxalis.

3.02.2 Edging and Trimming

- A. Ground cover adjacent to walkways, curbs, paved areas, buildings, shrubs, trees, and other miscellaneous objects in ground cover areas shall be trimmed, as needed, to maintain a neat, clean, and well-defined condition. Edge ground covers on an angle to avoid the development of vertical sheared surfaces at the boundaries of ground cover areas.

- B. A four (4)-inch to six (6)-inch bare dirt clearance shall be maintained around the circumference of all walls, trees, shrubs, signs, etc., in ground cover areas. Trim to avoid growth into adjacent shrubs.
- C. Trimming of ground cover shall be restricted to removal of only one-third (1/3) of its height during any one trimming.

3.02.3 Cultivate

- A. Cultivate bare areas in established beds, as required, to alleviate compaction and improve water penetration.

3.02.4 Watering

- A. Contractor shall schedule water application to produce a deep-rooted ground cover (i.e., short periods with repeat cycles).
- B. Seasonal adjustments shall be made to water systems.

3.02.5 Weed, Pest, and Disease Control

- A. Contractor shall maintain a weed, pest, rodent, and disease-free ground cover.

3.03 **Mulching**

Contractor shall provide and install a layer of shredded bark mulch to reduce weed growth, conserve moisture, and improve aesthetics.

This mulch shall be applied in an even layer, approximately three (3) inches in depth and shall be approved by the South Coast AQMD Building Maintenance Manager or his designee prior to installation. Contractor shall provide three (3) samples for approval by the South Coast AQMD Building Maintenance Manager or his designee.

3.04 **Fertilizer Application**

3.04.1 Fertilization Program

- A. A fertilization program shall be included by the Contractor in this maintenance contract. All fertilizer products shall be approved by the South Coast AQMD Building Maintenance Manager or his designee. The frequency of fertilization applications may vary according to the recommendations of soils laboratory reports to be provided by the Contractor. Consult with the South Coast AQMD prior to fertilization. Plantings less than one year old may require special fertilization.

3.04.2 Ground Cover and Shrub Areas

- A. Fertilize a minimum of two (2) times per year or per soils laboratory recommendations.

3.05 General Maintenance Care

- A. All walkways and driveways shall be kept clear of debris resulting from the Contractor's maintenance operations, erosion, runoff from storms, irrigation or wind-blown debris. Drain inlets and catch basins shall be kept clear of any material which may impede water flow or drain lines.
- B. Contractor shall provide a general clean-up operation at least once a week for purpose of picking up trash or debris which may accumulate from the use of the area, wind-blown debris, dropping of twigs or branches from trees, and leaf litter.
- C. Contractor shall clean and maintain all drainage lines and catch basins as part of this RFP.
- D. Contractor shall keep a one (1)-foot minimum clear buffer zone free of all vegetation and foreign material adjacent to improved properties.
- E. All plantings areas shall be well watered and kept free of debris. Ground cover shall be replaced, as needed, where barren areas have occurred. Leaf litter from trees shall be collected weekly from the entire campus, including: parking lots, sidewalks, shrub beds, and ground cover leaving the areas free of landscape debris. Ground cover replacement required as result of constant foot traffic in the same location is to be brought to the attention of the South Coast AQMD Building Maintenance Manager or his designee for alternative means of treatment. Weeds shall be removed weekly from cracks and joints in paved surfaces.
- F. Contractor shall not store material or equipment on the property without prior approval of the South Coast AQMD Building Maintenance Manager or his designee. All debris accumulated as result of Contractor's maintenance operations shall be removed from the site daily at no additional cost to the South Coast AQMD.
- G. Contractor shall replace, at its expense, any shrubs or trees that die from negligence due to improper watering, fertilizing, or lack of proper maintenance and care.

3.06 Annual Color Maintenance/Replacement

- A. Contractor is responsible for watering, as required, to promote optimum growth. Care shall be exercised to prevent eroding of container soil or excess drainage from holes on all color in containers to prevent water on the hardscape. Furnish, install, and maintain all on-going special soil amendments, cultivation, mulch, and fertilization related to annual color usage.
- B. Remove dead or faded blossoms, stems, foliage, and trash weekly to encourage continued blooming and maintain a neat appearance.

- C. Contractor shall maintain rodent-free, weed-free and pest-free color beds.
- D. Apply pesticides, as required, to control and prevent disease. Fertilize regularly with a fertilizer formulated especially for annual color plants.
- E. Seasonal color will be replaced a minimum of two (2) to four (4) times per year or at the discretion of the South Coast AQMD Building Maintenance Manager or his designee.
- F. Color beds shall not be void of plant material at any time. Replacement plants must be the same type as what was previously in color beds or others as specified by the South Coast AQMD Building Maintenance Manager or his designee.
- G. Any color plants, which must be removed due to disease or other maintenance problems, will be replaced immediately at the Contractor's expense. South Coast AQMD will absorb costs of color replacement due to vandalism or Acts of God.
- H. All annual color plantings shall be four (4)-inch pot size with blossoms on as much of the plants as possible. Any deviations from these specifications must be reviewed and approved by the South Coast AQMD Building Maintenance Manager or his designee. All plants shall be in very early bloom for maximum length of flowering.
- I. The installation must be inspected by the South Coast AQMD Building Maintenance Manager or his designee and Contractor within 24 hours of installation. If the installation is not approved by the South Coast AQMD Building Maintenance Manager or his designee, necessary improvements must be made within three (3) working days.
- J. There will be a seven (7)-day grace period beginning immediately after approval. The party installing the material will be responsible for the replacement due to disease, insect damage, or poor planting practices during the grace period. Contractor will be responsible for replacement of color immediately after the grace period except for vandalism or Acts of God.

3.07 Insects, Rodents, Pests, and Disease Control

- A. Contractor shall be responsible for detecting and eliminating disease, insects and/or rodent infestations in all landscape areas, using materials and methods non-injurious to the desired plants or humans.
- B. Contractor shall replace, at its expense, any shrubs or trees that die due to negligence in the control of insects, pests, weeds, rodents, and disease.
- C. All pesticides, fungicides, and herbicides shall only be applied, as needed, per recommendation by licensed pest control applicator to project areas at the expense of Contractor.

4.00 **Irrigation System Maintenance**

- A. Contractor shall provide an irrigation system repairman with a stocked truck and shall be available during the full term of the contract, as required, to properly maintain and repair all project irrigation systems.
- B. Contractor is to adjust its watering schedule equal to the percolation rate each area can receive based on topography, soil type, plant material, season or climatic factors.
- C. Contractor must utilize repeat cycle on controller to eliminate excessive runoff.
- D. Hours of scheduled irrigation operation will be programmed to minimize disease occurrence of plant material.
- E. Schedule irrigation operation to reduce possible nuisance from sprinkler operation to pedestrians or vehicles.
- F. Watering schedule shall be from 9:00 p.m. to 6:00 a.m. with possible exception of new landscape installations. Any exceptions must be approved by the South Coast AQMD Building Maintenance Manager or his designee.
- G. Contractor shall perform preventative maintenance testing monthly and provide the Building Maintenance Manager or his designee an accurate report of all irrigation repair monthly. Contractor must test and/or perform routine service on the irrigation booster pump.

4.01 **Operation of System**

- A. Contractor shall adjust and clean all sprinkler heads, valves, and pressure reducers for continued operation at maximum efficiency and performance. Contractor will make adjustment to prevent overspray into areas not intended to be irrigated by group of sprinklers.
- B. Contractor will be responsible for trimming and making necessary adjustments to riser height as growth rates indicate to allow for proper coverage.
- C. Contractor will be responsible for hand watering any areas not provided with an irrigation system or areas where the irrigation system is inoperable to promote optimum growth. Watering due to utility shut off will be an extra charge. Care shall be utilized in hand watering.
- D. Contractor shall be responsible for keeping interiors of valve boxes clear of excess soil build up and insect infestation and keeping all valve boxes firmly in place in the proper relationship with adjacent ground surfaces.

4.02 **Repairs**

- A. All repairs made by Contractor will be in accordance with the original irrigation plan or as directed by the South Coast AQMD Building Maintenance Manager or his designee. Contractor shall replace all damaged or missing remote valve and quick coupler valve box lids immediately once noticed by the Contractor or his crew, or once notified by the Building Maintenance Manager or his designee. Substitution will be allowed only with the Building Maintenance Manager or his designee's written approval.
- B. Replacement or repair of damage to the irrigation system shall be paid as extra work except to the extent the damage is caused by Contractor.
- C. Repairs due to vandalism or truck damage shall be brought immediately to the attention of the South Coast AQMD Building Maintenance Manager or his designee prior to repairs being completed and shall be billed accordingly.
- D. All malfunctions deemed to be the fault of materials or workmanship covered under installation guarantee shall be reported immediately to the South Coast AQMD Building Maintenance Manager or his designee and necessary repairs made.
- E. Contractor must maintain an accurate up-to-date log of all irrigation repairs, stating date, specific location, and nature of repair. This log shall be furnished to South Coast AQMD on a quarterly basis.

5.00 **Interior Trees**

Contractor shall be responsible for manually watering trees and bamboo palm in tree wells in the interior lobby of the building. Contractor shall determine how much irrigation is required and shall apply water accordingly using a bucket or portable tank. Irrigation shall be fresh, domestic water. Any plant disease or infestation observed during watering shall be immediately be reported to the South Coast AQMD Building Maintenance Manager or his designee.

Interior container plant maintenance is not included in this RFP.

ATTACHMENT B

TREE MAINTENANCE SERVICES SCOPE OF WORK

1.00 GENERAL REQUIREMENTS

- 1.01 **Tree Trimming and Plant Health Care** – Contractor shall provide all labor, materials, tools, equipment, transportation, hauling, dumping, and other items as needed to perform tree trimming and plant health care maintenance services as directed. The boundaries of the area to be maintained will be verbally explained by South Coast AQMD. A graphic delineation of boundaries shall be made available to the Contractor by South Coast AQMD upon Contractor's request.
- 1.02 **Identification** – South Coast AQMD requires that all personnel working on premises wear uniforms and/or identification as supplied by Contractor. South Coast AQMD also requires that Contractor and all employees of Contractor sign in and sign out in the Landscape Contractor Logbook located at the Main Security Desk when they are on South Coast AQMD property.
- 1.03 **System of Communication and Emergency Numbers** – Contractor shall provide cell phone communication for supervisors and field crews and shall provide and maintain 24-hour emergency response contact information for South Coast AQMD. Contractor shall initiate remedial action within 2 hours from the time of notification. Contractor shall notify South Coast AQMD of the call-out and any action taken within 12 hours of the call-out.
- 1.04 **Protection of Property during Inclement Weather** – During periods of storms, Contractor will provide supervisory inspections of the project during regular assigned hours to prevent or minimize possible damage from inclement weather. Contractor shall report any storm damage to a South Coast AQMD representative immediately. If remedial work is requested beyond the scope of this RFP, it shall be paid for as extra work.
- 1.05 **Supervision/Personnel** – Contractor shall assure adequate supervision of all work and such supervisor must be able to communicate in English, both orally and in writing, with a South Coast AQMD representative and must be thoroughly familiar with these specifications.
- 1.06 **Project Inspections** – Contractor's representative shall schedule a quarterly project walk with the South Coast AQMD Building Maintenance Manager or his designee to perform a health care inspection of all trees identified on the tree grid. Contractor shall provide a report of all findings identifying tree by number and species and distress identified.
- 1.07 **Licensing** – Contractor shall have and maintain in-house a valid C-27 and C-61/D-49 Contractor's license and pest control operator's license. Contractor shall be licensed by the State of California and registered with the County of Los Angeles as a Pest Control

Operator in the categories necessary to perform work under this RFP in compliance with all governmental requirements.

- 1.08 **Green waste Management and Reporting** – All debris generated during Contractors trimming operations shall be gathered and disposed of in a legal manner. Contractor shall track the volume of green waste generated within the scope of the RFP. A report shall be prepared and be available for review upon request of South Coast AQMD. This report shall also define the location of disposal, whether the material went to a recycling facility or was used as a surface mulch either within the project or elsewhere.

2.00 **TREE HEALTH CARE AND TRIMMING**

- 2.01 **Tree Trimming and Pruning** – Silviculture - Arboriculture Practices: Contractor will be expected to utilize best management practices for the management of all trees on site. A licensed Arborist employed by the Contractor will be expected to annually assess soil conditions to identify any potential problems that may cause harm to trees such as soil compaction, contamination, trenching or digging in vicinity of the tree. Soil samples shall be collected and sent for analysis to determine the need for any soil amendments necessary to correct pH and/or fertility. Contractor shall develop a schedule of monitoring for pest problems, using appropriate monitoring techniques, based upon growing degree days, tree species on site and the likelihood that pest problems will arise. Visual inspections should also be conducted during routine maintenance activities. The licensed Arborist shall be responsible for implementing a program of pruning, hazard management, cabling, bracing, and treatment of wounds that is appropriate for the long-term goals of the facility and consistent with accepted arboriculture practices. Contractor will be responsible for removing pruned and/or fallen branches from the site

a. All tree maintenance and pruning shall be performed in accordance with ANSI A300 Pruning Standards and ANSI AZ133.1 Tree Safety Standards.

b. Pruning shall be done by those experienced and skilled in pruning techniques. Pruning will be required to control form and size and for the removal of suckers on trunks, dead wood, low branches, misshapen or misdirected branches, branches against buildings, and damage repair.

c. Pruning to prevent wind damage and for general clean-up of trees shall begin in October of each year.

d. Trees must be pruned to allow necessary clearances for pedestrians and vehicle circulation. Minimum canopy clearance of 8 to 12 feet maximum must be maintained. Trees must not be "topped." Prior to general pruning, Contractor shall prune one sample tree of each variety for approval by the South Coast AQMD Building Maintenance Manager or his designee. Lower branches of low growing trees which may be conflicting with adjacent shrubs and ground covers must be removed.

e. Root pruning if required by the Building Maintenance Manager or his designee to prevent damage to adjacent paved areas shall be performed by a certified arborist as required, at an extra cost.

f. All *Syagrus romanzoffioana* (Queen Palm) trees are to be maintained with smooth trunks twice throughout the year. All dead and/or dying fronds and all fruit pods are to be removed as soon as they appear. Contractor shall provide all equipment necessary for trimming the Queen Palms. Spiking method of climbing shall not be allowed. (Queen Palms do not apply to fall/winter schedule restrictions).

g. The plant health care for both lobby interior (1 each) *Ficus Nitida* (Indian Laurel) and (1 each) bamboo palm (*Chamaedorea elegans*) trees shall be included as part of the Scope of Work. Contractor shall include fertilization of interior trees as a part of this RFP. Fertilizer shall consist of a type standard for interior tree maintenance. Apply fertilizer according to manufacturer's rates or recommendation of a soils laboratory. The landscape Contractor will be responsible for watering the *Ficus Nitida* and bamboo palm and to report infestation or decline of the interior trees to the Building Maintenance Manager or his designee to address appropriate care measures.

h. The plant health care for citrus trees lining the building main entrance (12 each) shall be included as part of the Scope of Work. Contractor shall include fertilization of orange trees using standard for citrus tree maintenance. Apply fertilizer as needed according to manufacturer's rates or recommendation of a soils laboratory. The landscape Contractor will be responsible for a custom watering schedule to provide appropriate application. Oranges trees are to be pruned annually as needed between February and March before blossom development (Orange trees do not apply to fall/winter schedule restrictions).

i. Tree trimming shall be overseen and supervised by a certified arborist. All trimming shall only be performed when the SCAQMD facility is closed, Saturday and/or Monday. All debris resulting from trimming will be removed the same day. Prior to tree trimming operations, a written schedule will be furnished to the SCAQMD Building Maintenance Manager or his designee for approval. Tree trimming shall be performed as scheduled below during the fall/winter months only and will begin with start of contract.

j. Tree Trimming Schedule

Botanical Name	Common Name	Approx. Number	Frequency	Scheduled Contract Years
<i>Ficus Nitida</i>	Indian Laurel (<i>Ficus</i>)	1	Every year	1, 2, 3, 4, 5
<i>Quercus Agrifolia</i>	Coast Live Oak	9	Every 2 years	2, 4
<i>Jacaranda Mimosifolia</i>	Jacaranda	5	Every 2 years	1, 3, 5

Robinia Pseudoacacia	Black Locust	7	Every 2 years	2, 4
Pinus Canariensis	Canary Island Pine	39	Every 2 years	1, 3, 5
Liquid Amber Styracifolia	Liquid Amber	48	Every 2 years	1, 3, 5
Ulmus Parvifolia	Chinese Elm	164	Every year	1, 2, 3, 4, 5
E.sideroxylon'rosea'	Iron Bark Eucalyptus	2	Every 2 years	1, 3, 5
Lagerstoemia indica	Crape Myrtle	12	Every 2 years	1, 3, 5
Lophostemon Confertus	Brisbane Box	13	Every year	1, 2, 3, 4, 5
Schinus Molle	California Pepper	1	Every year	1, 2, 3, 4, 5
Scheffkera -Mesquite	African Sumac	6	Every 2 years	2, 4
Syagrus Romanzoffioana	Queen Palm	17	2x Per Year	1, 2, 3, 4, 5
Eucalyptus Citriodora	Lemon Eucalyptus	5	Every 2 years	2, 4
Citrus	Orange Tree	12	Every year	Feb - Mar

k. The trimming of trees shall be performed in a timely manner to comply with the stated goal of completing all grid work between October 1st and October 31st. Failure to complete the required number of trees within this timeframe may result in the assessment of a schedule failure deduction (liquidated damages) per section 2.08. Days lost to inclement weather will be considered if significant over the course of the trim season.

2.02 Fertilization – A fertilization program is required to maintain trees and shrubs in a vigorous condition and to increase their resistance to injury from diseases and insects. However, the addition of any soil nutrient is recommended only if soil or plant foliage tests indicate a deficiency.

Trees and shrubs may require fertilization to stimulate more robust and vigorous growth including those exhibiting pale green, undersized leaves, reduced growth rates, and those in declining condition (e.g. dead branch tips, dieback) resulting from lack of nutrients, insect attacks or disease problems.

Contractor shall conduct soil sample analysis of all species of trees. Each tree will not necessarily require soil samples, rather they may be taken in locations that adequately represent a specific area for each species of trees to include the orange grove and palm trees. Contractor shall provide for 10 on campus soil samples to be tested and shall provide South Coast AQMD copies of laboratory analytical reports. Soil tests shall be provided in contract years 1, 3 and 5 as identified on the Tree Trimming Schedule above.

If required, the recommended time to fertilize is late April or early May, or late fall once plants are dormant. The recommended fertilizer should be spread evenly across the soil surface manually watered into the soil.

- 2.03 **Pest Control** – This is part of an Integrated Pest Management (IPM) program for the all areas specified herein. The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. IPM is a process for achieving long term, environmentally sound pest control through use of a wide variety of technological and management practices. Control techniques in an IPM program include a combination of pest monitoring, alternative physical, mechanical, and biological pest control, and the use of pesticides when warranted according to a predetermined hierarchy of pest management choices, formulations, and application techniques, which will minimize the exposure and potential risk to people and the environment. Contractor shall furnish all supervision, labor, materials and equipment necessary to accomplish the pesticide application components of the IPM program.

Contractor shall adequately suppress populations of insects or fungus that feed primarily on or may otherwise cause harm to the South Coast AQMD urban forest such as tree destroying organisms.

Contractor shall conduct a thorough, initial inspection of the entire site within 10 working days after a Contract is executed. The purpose of the initial inspection is for the Contractor to identify existing or potential problems. The initial inspection shall be conducted by a certified commercial applicator employed by the Contractor. Access to the site shall be coordinated with the South Coast AQMD Building Maintenance Manager or his designee. The South Coast AQMD Building Maintenance Manager or his designee will inform the Contractor of any restrictions or areas requiring special scheduling.

Prior to initiation of service, Contractor shall submit to the Building Maintenance Manager or his designee a written Pest Control Plan for the site within 10 working days following the initial inspection. Upon receipt of the Pest Control Plan, the South Coast AQMD Building Maintenance Manager or his designee will render a decision regarding its acceptability within 10 working days. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have five (5) working days to submit revisions. The Contractor shall initiate services outlined in the terms and conditions of the contract following notice of approval. The Pest Control Plan shall include: proposed methods for control, including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used.

Contractor shall not apply any pesticide product that has not been included in the approved Pest Control Plan or approved in writing by the South Coast AQMD Building Maintenance Manager or his designee. Pesticide application shall be according to need and not by schedule. As a rule, application of pesticides shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Contractor shall not store any pesticide product on South Coast AQMD property.

To preserve beneficial and predatory insects, pesticides shall be applied only when the presence of harmful pests or disease have been identified through monitoring and it is

anticipated that more than 15% of discoloration, defoliation or damage to the total leaf area will likely occur. Pesticide applications shall be limited only to infested trees. Preventive pesticide applications may be performed only to areas where the previous or current year's monitoring has indicated the presence of harmful insect pests or if certain tree species, prone to specific insect problems are present. Preventive applications shall be made only to specific problem areas. The licensed Arborist will be responsible to estimate the levels of aesthetic injury that can be anticipated by utilizing their professional experience and considering the species and densities of pests found during monitoring.

Throughout the life of the contract, all Contractor personnel providing on-site pest control service must meet state requirements for training and certification as Commercial Pesticide Applicators. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under the terms of the contract.

Contractor shall perform routine services on Saturday or Monday only. No pesticides may be applied when the immediate area to be treated is occupied. Contractor shall use non-pesticide methods of control wherever possible and economically feasible. The goal of IPM is to deliver effective pest control while at the same time reducing the volume and toxicity of pesticides used and human and environmental exposure to pesticides. When it is determined that a pesticide must be used to obtain adequate control, the Contractor shall employ the use of formulations and treatment techniques which minimize the amount of pesticides used and the potential exposure of people and the environment. The Contractor shall be responsible for application of pesticides according to the product label. All pesticides used by the Contractor must be registered with the Environmental Protection Agency (EPA). Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable federal and state laws and South Coast AQMD regulations.

Contractor will use the following Pesticide Use Hierarchy as a guide to minimize the amounts of pesticides applied as well as the potential for exposure:

- (1) Biological Pesticides
- (2) Insecticidal Soaps/Horticultural Oil
- (3) Spot treatments – As differentiated from overall, broadcast, or complete coverage, spot treatment is application to localized or restricted areas no more than two square feet where insects or disease are present.
 - (a) Wettable powders
 - (b) Microencapsulated products
 - (c) Emulsifiable concentrates
 - (d) Tree or Soil Injected Systemics
- (4) Granular pesticides
- (5) General sprays
- (6) Fogging or Aerosolized Sprays.

Application of pesticides shall be restricted to situations where no alternative measures which will result in timely control within the predetermined tolerance thresholds, are practical. If these applications become necessary, a formulation with the least potential for exposure will be chosen. As a rule, biologicals, insecticidal soaps, horticultural oil, wettable powder, and/or microencapsulated formulations (imidacloprid) will be considered

as first choices. Solvent-based pesticides will be used only as a last resort when no other effective alternatives exist. All application shall be made only to areas unoccupied at the time of application and shall remain unoccupied until the treated areas have dried, or longer if the label specifies a longer re-entry time.

Contractor and South Coast AQMD Building Maintenance Manager or his designee will determine, on a case-by-case basis, if any pre-notification is required. Contractor shall obtain the approval of the Building Maintenance Manager or his designee prior to any widespread application of pesticide. Contractor shall take all necessary precautions to ensure occupant and employee safety, and all necessary steps to ensure the containment of the pesticide to the site of application. No applications shall be made while persons other than those employed by the Contractor are present in the area to be treated.

Performance per Schedule

When removals or other extra work is requested, the Contractor is expected to communicate a proposed timeframe for completion within 10 days of approval to proceed. Generally, such work is to be completed within 21 calendar days unless the volume of work is adequate to make this unrealistic. Failure to complete such extra work within the agreed upon timeframe may result in liquidated damages per section 2.08.

2.04 Damage Repair

- a. All damage to existing irrigation pipes, sprinklers or other infrastructure damaged during trimming/removal operations shall be repaired by the contractor if it is determined that damage was avoidable through more careful work practices (including pre-marking sprinklers and avoiding driving on wet landscapes. It is at the discretion of the South Coast AQMD Building Maintenance Manager or his designee whether the Contractor shall be held financially responsible for damage to irrigation or landscape facilities.
- b. Irrigation repairs shall be completed within 48 hours using approved materials. If Contractor crews damage irrigation components during their operations, it will be expected that such components will be repaired or replaced, and system restored to previous functional condition at no additional cost to South Coast AQMD if directed by the South Coast AQMD Building Maintenance Manager or his designee.
- c. General landscape facilities' repairs shall be completed within seven calendar days and shall be repaired using only pre-approved materials. Failure to comply shall be subject to section 2.08.

2.05 Inspection

- a. The Contractor shall respond to any tree emergency at the request of the South Coast AQMD Building Maintenance Manager or his designee to evaluate conditions or work product of the Contractor within 4 hours during normal business hours.

b. The Building Maintenance Manager or his designee will inspect completed work at their discretion. Any trimming or removal work that is determined to be inadequate/incomplete must be re-visited by the Contractor the following Saturday or Monday and complete the project successfully within 48 hours. Failure to do so may result in a \$100.00 deduction from the invoice (or up to 100% of the cost of the work if less than \$100.00).

2.06 Extra Work

a. Extra work is work not delineated in the Scope of Work and shall be performed by the Contractor or by competitive bid option at the discretion of the South Coast AQMD Building Maintenance Manager or his designee. If the Building Maintenance Manager or his designee decide to give the Contractor extra work, it will be awarded only with the following criteria:

- 1) All regular/routine trimming tasks are being completed within the approximate production goals required to meet the seasonal deadline and the satisfaction of the South Coast AQMD Building Maintenance Manager or his designee. Work should commence within 7 days of approval unless a later date is agreed upon with the Building Maintenance Manager or his designee.
- 2) Extra work covered by the unit cost schedule submitted with the bid can be completed with written authorization from the South Coast AQMD Building Maintenance Manager or his designee (typically through e-mail). Any extra work which exceeds the yearly contingency amount of \$4,325 shall require a written modification to the contract.

2.07 Records/Work History

a. Each work action performed by the Contractor shall be electronically recorded via the tree inventory database. In the case of a removal, the database shall reflect a vacant site and the date it was removed as well as a reason if known. This record update shall be completed within 72 hours of work completion. Failure to achieve this goal consistently may result in a deduction per section 2.08.

b. The Contractor shall include with each invoice a detailed record of what trees were trimmed or removed during the billing period. This description shall include the address and tree number (i.e., front 6, etc.). While production trimming is in progress it is expected that invoices are issued commensurate with the volume of work completed.

c. Contractor shall file an affidavit/proof of insurance annually confirming that the vendor continues to hold the necessary insurance coverage and licenses to remain a viable source for tree services at the South Coast AQMD facility.

d. All debris generated during Contractor's operations at South Coast AQMD shall be gathered and disposed of in a legal manner. Contractor shall track the volume of green waste generated (typically in terms of cubic yards) within the scope of the RFP. Following each scheduled tree trimming, a report shall be prepared and be available via

the internet for review by the South Coast AQMD Building Maintenance Manager or his designee. This report shall define the location of disposal, whether the material went to a recycling facility, or was used as a surface mulch 'as-is' either within the South Coast AQMD property or elsewhere.

2.08 Liquidated Damages Schedule Failure

- a. Failure of the Contractor to adhere to schedules will result in damages to South Coast AQMD for the additional cost incurred for inspections, administration (such as finding an alternate Contractor) and public complaints.
- b. Three hundred dollars (\$300.00) shall be deducted from Contractor's next invoice payment for each such schedule failure. These deductions may be assessed on a per tree basis, a per day basis or a per event basis, at the discretion of the South Coast AQMD Building Maintenance Manager or his designee.
- c. South Coast AQMD shall deduct the amount indicated in section 2.08b for each such failure should the Contractor fail to adhere to the service schedule.

2.09 Liquidated Damages Performance Failure

- a. Performance Failure of the Contractor to perform per Scope of Work specifications will result in damages to South Coast AQMD for the additional cost incurred in the inspection, administration, and public complaints. Failure to adhere to performance specifications as defined in this section shall be considered a penalty.

Such incurred costs shall be deducted from the Contractor's next invoice.

The Contractor shall incur a penalty in the amount indicated in section 2.08b for each inventory, trimming or maintenance task not performed to an acceptable standard as determined by specifications and the South Coast AQMD Building Maintenance Manager or his designee.

- b. Continued failure of the Contractor to provide services per contract specifications shall give South Coast AQMD the right to deliver the services by other means for said deficiencies and back charge the incumbent Contractor for the incurred costs including administrative costs associated with having the work completed by other means.
- c. The Contractor shall be notified both verbally and in writing (e-mail) each time Contractor's performance is unsatisfactory and corrective action is necessary as defined by 2.08(a) above.
- d. Contractor shall incur \$300.00 liquidated damage per week for failure to complete any seasonal duties per agreed upon schedule until the Contractor completes the task.
- e. Contractor shall incur \$300.00 liquidated damage per day penalty for failure to complete any extra work of a critical nature such as tree removal per requirements of section 3.02 of this RFP.

f. The South Coast AQMD Building Maintenance Manager or his designee shall give notice to the Contractor to terminate the contract 30 days prior to termination if deficiencies continue to occur.

2.10 **Supervision**

a. Contractor shall provide a Contract Representative (Crew Supervisor or similar) who can communicate effectively in English (orally and in writing) and who shall always be present during operations as described in the contract. Any order or communication given to the Contractor's Representative shall be deemed as delivered to the Contractor.

b. Contractor's Representative shall hold a Certified Arborist Credential issued by the International Society of Arborists (ISA) – Western Chapter. If Contractor has multiple crews on site, the Contractor's Representative may oversee no more than three crews. A crew, for purposes of this section, would be two trimmers and associated ground workers.

c. Any plan or method of work suggested by others and not the South Coast AQMD Building Maintenance Manager or his designee to the Contractor, but not specified herein, if adopted by the Contractor shall be done at the risk and responsibility of the Contractor.

d. Contractor shall adequately supervise personnel so that their operations do not impact private property unnecessarily. Under no circumstances should Contractor enter private property without prior authorization from the property owner and the South Coast AQMD Building Maintenance Manager or his designee. If trimming debris falls onto private property, the Contractor is to attempt to contact the property owner and gain permission to enter.

2.11 **Communication/Emergency Response**

a. The Contractor shall have the ability to contact its field staff within 30 minutes of notification by the South Coast AQMD Building Maintenance Manager or his designee during normal working hours.

b. The Contractor shall be available 24 hours per day, seven days per week to respond to any emergencies or media inquiries concerning the Contractor's operations at the South Coast AQMD facility within two hours of notification or documented attempt to notify. If Contractor cannot be notified or does not respond in a timely manner, liquidated damages will be assessed commensurate with the expenses incurred by South Coast AQMD due to the Contractor's failure to respond. In no case will the damage be less than the typical assessment defined in section 2.08.

c. Contractor shall have a 24/7 contact available. It may be an answering service; however, if emergency calls are made directly to an employee of the Contractor, then there must be at least 5 contacts who are on "on-call" status.

d. Contractor's Representative(s) shall have a portable cellular telephone. The phone number shall be given to the South Coast AQMD Building Maintenance Manager or his

designee. The Contractor's Representative(s) shall be accessible for communication during normal work hours.

e. Contractor shall be available to meet the South Coast AQMD Building Maintenance Manager or his designee periodically at the request of South Coast AQMD.

f. Contractor shall send an e-mail to the South Coast AQMD Building Maintenance Manager or his designee each day informing they will have crew(s) working at South Coast AQMD facility. This message shall state the name of the crew supervisor(s), and contact info for everyone, and the location of each crew as specifically as practical.

2.12 Working Hours

a. Work days are Saturday and Monday. No other day shall be scheduled without written permission from the South Coast AQMD Building Maintenance Manager or his designee, except in emergency situations.

b. Working hours shall be no earlier than 7:00 a.m. and no later than 6:00p.m., the only exception will be in emergency situations.

c. Contractor will have staff available for phone contact (not an answering service), seven days, between 7:00 a.m. and 5:30 p.m. to respond to call-outs, questions, and verification of schedules.

2.13 Traffic Safety

a. For situations where heavy-duty Contractor vehicles (chipper, boom or loaders), must work on roadways, the Contractor shall comply with all State and City regulations and guidelines regarding traffic warning devices and procedures, which include delineation of arterial lane closures including arrow boards and work area warning signs and devices per the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways 2014 or latest edition or equivalent authority. Closure of travel lanes shall require the use required control devices regardless of the duration of the blockage.

b. All light duty Contractor vehicles (pickup or stake bed) when parked in the bike lane shall have a minimum of five traffic delineation cones (each 18" high) forming a taper extending from the right rear corner of the vehicle to a minimum of 40 feet behind the vehicle near the curb. Old, darkened or short cones which would not be expected to attract necessary attention of motorists or cyclists cannot be utilized for this purpose.

c. Pedestrian safety is of great concern when working near sidewalks. Any time Contractor is working near these facilities they must post warning signs, redirecting them to use an alternate path of travel. Sidewalk closures must occur at an intersection with a crosswalk, so a safe detour can be developed.

d. Working hours on arterial streets requiring a traffic lane closure (curb adjacent) will be 7:30 a.m. to 4:00 p.m. While working on major thoroughfares such as Golden Springs Road and Copley Drive, Contractor is to consider whether their operations may impact rush hour conditions by taking lanes only on the 'light volume' hours wherever possible.

e. Failure on the part of the Contractor to safely close lanes and adhere to all other guidelines associated with maintenance operations adjacent to roadways will incur a \$300.00 deduction per infraction, meaning a poorly planned or executed lane closure could involve multiple failures within a single event.

2.14 **Contractor Personnel and Equipment**

a. No personnel shall be employed on South Coast AQMD property under these specifications that are found to be incompetent, disorderly, troublesome, intemperate, or otherwise objectionable. Any employee who fails or refuses to perform the work properly and acceptably, as determined by the South Coast AQMD Building Maintenance Manager or his designee, shall be discharged or removed from work under this agreement by the Contractor.

b. Contractor shall have an ISA Certified Arborist assigned to the contract (Contractor, Area Manager or similar) which will oversee seasonal trimming schedules and be accountable to South Coast AQMD in terms of customer service issues, crew performance, quality control etc. This is above the crew supervisor requirement. This individual is not expected to be on site daily, however shall be available for site reviews on relatively short notice and be easily contacted via phone.

c. Contractor shall have a Supervisor at the work site(s) with ability to communicate in English both orally and in writing. If Contractor has more than six trimmers or more than three trimming crews working at South Coast AQMD, then additional similarly qualified supervision shall be present during all work.

d. At least one member of each trimming crew shall be an ISA Certified Arborist Tree Worker. All trimming which cannot be completed from a bucket or ground level shall be done by an experienced climber with this certification.

e. Contractor staff must include at least one (1) Registered Consulting Arborist as certified by the American Society of Consulting Arborists. This resource shall always be available to review and comment on tree condition and health issues for the urban forest at South Coast AQMD.

f. Contractor shall employ (no use of subcontractors will be accepted) a Certified Arborist with a least five years' experience collecting tree information (accurately identifying Genus/specie) in the urban setting and developing municipal tree inventories. All inventory work shall be completed by personnel with such qualifications.

g. All of Contractor's personnel shall wear uniform shirts with the company name or logo printed on them and shall wear reflective safety vests while working within the roadway right-of-way, which is any area eight feet beyond the curb.

h. All Contractor trucks and other vehicles shall be of one color with the Contractor's name or logo identified. All vehicles and equipment shall be in good condition and appearance.

i. Contractor shall have all necessary traffic control equipment necessary to construct and maintain a complete traffic control strategy which would be acceptable to close one or more lanes on arterial roadways which have speed limits up to 50 mph. These patterns can require arrow board(s), advanced warning sign structures, directional signs, barricades and dozens of cones. Such equipment cannot be old, damaged or poorly visible or illegible. Use of such devices may be cause for a performance failure per section 2.08(b).

j. If desired, Contractor may park equipment overnight/weekends in two locations on the South Coast AQMD property. These areas are not fenced or well lit, therefore Contractor uses them at their own risk.

2.15 **Workmanship**

a. Standards of performance for all work shall comply with specifications and highest industry standards for a Journey Level Tree Trimmer/Operator/Groundmen. Any failures to meet standards will be remedied per the decision of the South Coast AQMD Building Maintenance Manager or his designee, either through section 2.08 or in cases where compliance cannot be achieved, reduction in Scope of Work or termination of the contract.

b. If any portion of the production trimming is done on arterial thoroughfares, completing this work often involves setting up specific traffic control patterns using arrow boards, advanced warning signs and cones. Contractor shall have Supervision personnel with specific training and experience in designing safe, effective traffic diversion patterns so that work can progress safely in inherently unsafe conditions. All traffic diversions must be in compliance with the Manual on Uniform Traffic Control Devices or other recognized authority such as the American Traffic Safety Services Association.

c. Contractor shall have staff experienced in developing and managing electronic tree inventory infrastructure. Selected Contractor shall demonstrate that they have and actively manage at least five active municipal inventories of roughly equivalent size/complexity to the South Coast AQMD tree inventory.

3.0 **TREE INVENTORY & DATABASE MAINTENANCE**

a. As a requisite to effectively managing an urban forest of this size, a comprehensive tree inventory shall be developed and maintained by the Contractor. This essential tool will allow South Coast AQMD to continue to manage this asset in an effective manner. It will also allow the Contractor to learn the locations of trees belonging to South Coast AQMD versus Gateway Corporate Center Association or private trees, which in some cases are within proximity.

b. Contractor will be expected to have a functioning, reliable database of trees within four months of execution of the contract. The cost of this effort is to be incorporated into the unit cost for production trimming; no additional payment will be made for this work. The completed inventory shall include not only data regarding each tree, but also have GPS coordinates so that an ARC/GIS compatible "shape file" is provided to the agency which can be integrated into ESRI/ArcView.

c. This inventory shall be accessible via the internet to the South Coast AQMD Building Maintenance Manager or his designee, on a server(s) maintained and paid for by the Contractor. South Coast AQMD shall have no need to purchase or maintain software or specialized equipment beyond an ordinary PC and internet connection to interact with the inventory software. There shall be no recurring communication, access or maintenance fees to use the system.

d. Reports including the number of trees of each species of tree at SCAQMD must be available via this software. Other information stored should include tree species, description of planting site, approximate size (incl. DBH), health rating, structure/hazard evaluation, overhead utility conflicts, detailed work history, and approximate valuation of the tree. Annual trimming work must be able to be stored in lists that can be re-used as appropriate. South Coast AQMD uses a 3-year trimming rotation so the lists must be updated automatically when a tree is removed so the existing lists will reflect field conditions during the next grid trim process. If a mature tree is replaced, the list should likewise reflect that a juvenile tree exists in place of the 'old' tree.

e. Contractor shall maintain this electronic record whenever they perform any work (trim, remove or emergency call-out) on any tree which is part of this inventory system. This update shall occur within 72 hours of the completion of the field work, preferably sooner so that errors due to fading memory or loss of paperwork are lessened. The South Coast AQMD Building Maintenance Manager or his designee will bear no duty to perform any data entry functions associated with the inventory system. Contractor staff shall perform all data management; subcontractors must not be involved in day-to-day maintenance of the electronic data.

f. If at any point it is found that Contractor is not meeting the performance criteria in section 3.01(a) deduction for scheduling failure will be assessed per section 2.08(b). This will typically be assessed per tree for any tree without a current work history.

g. Contractor shall have local staff well-versed in the use and background operation of the database to have the ability to provide training for South Coast AQMD staff and answer questions regarding the use (i.e. technical guidance) of the electronic inventory system. This shall include on-site training at South Coast AQMD offices as needed to advise staff with use of the system. This service will be delivered at no additional cost to SCAQMD.

h. Within reasonable limits, the Contractor shall be able to modify system appearance or functions (cosmetic level improvements) as needed to make the system more useful for staff in terms of printed output or report formatting.

i. At conclusion of the term of the contract (or at the point of early termination for any cause) the Contractor agrees to provide both a published (hard copy) of the inventory data, as well as a CD-ROM or memory stick containing Excel files which will hold all the inventory data and work history information for all trees. Contractor shall be able to take annual grid trim lists provided in the Excel format and integrate them into their system as well.

j. To maintain data integrity, Contractor shall be responsible to perform a physical inventory of all South Coast AQMD trees every three years (2022, 2025, 2028, etc.). This inventory can be a verification of existing data to provide the opportunity for any trees recently planted or removed to be correctly documented and to modify data for capturing up-to-date tree size/hazard/value information. If the Contractor fails to perform this task, the equivalent value of \$5.00 per tree not verified will be deducted from the Contractor's production trimming invoices and pro-rated over the next season's invoices. If no further production work is performed by the Contractor, this will be considered a breach of contract and this Contractor will be excluded from the subsequent bidding process for South Coast AQMD tree trimming work.

3.01 **Performance of Production (Grid) Trimming**

a. Grid trimming shall be performed during the South Coast AQMD trimming season which is October 1st through October 31st each year. This is the optimal time to trim most conifers and many deciduous species. South Coast AQMD policy requires all trimming completed prior to the bloom season so trimming of flowering trees must be handled accordingly.

b. Grid trimming shall be performed by experienced trimmers who understand the potential damage that can occur when poor pruning cuts are made. Some trees may not be accessible to bucket trucks, in those cases with approval of the South Coast AQMD Building Maintenance Manager or his designee, production trimming may be performed by experienced climbers. Under no circumstance will gaffs be allowed while climbing South Coast AQMD trees. Flush cuts, stub cuts, gaff wounds and cambium tears will be considered performance failures and result in a deduction per section 2.08(a).

c. Palm trimming shall be done to remove fruiting structures and declining fronds. Unless authorized by the South Coast AQMD Building Maintenance Manager or his designee, only fronds below the 10 and 2 position shall be removed. Spiking is NEVER allowed. No gaffs shall be used to climb palms.

d. ANSI Standard A300 (Part1) - 2017 shall be the general guideline to provide direction to the Contractor regarding the overall approach to 'proper' maintenance pruning techniques that must be employed by their production trimmers. All Contractor trimmers must be familiar with these pruning standards. Consistent failure to adhere to these standards will subject the Contractor to performance failure deductions and the Contractor will be compelled to either improve the knowledge of their staff or replace them.

e. In general terms 'proper' pruning shall be interpreted to mean pruning that provides the maximum benefit while doing the least amount of damage to the tree. Pruning inherently damages trees. It creates wounds and removes functional tree parts that serve a purpose. Removing foliage reduces carbohydrate production, wounding live tissue increases carbohydrate consumption and removing wood results in all of that plus a loss of storage capacity and possibly structural integrity. Considering these effects, we need to justify every cut by defining its purpose and potential benefits and weighing them against the damage that will occur.

- f. Reasonable purposes for pruning cuts include improving structure by bringing canopy into better balance, removing crossing branches, improving air movement through the canopy, reducing hazard potential (summer limb drop or included bark) and essential space clearance (traffic lane and pedestrian clearance), inhibiting or encouraging flowering, allowing more sunlight to penetrate the canopy and removal of diseased wood (fire blight).
- g. Unreasonable purposes for pruning cuts include size reduction below what is typical for the species, also known as topping, carving out view vistas, and skirting up juvenile trees for aesthetic reasons.
- h. Each cut must be done with respect to the impact of the cut on long-term tree health. Any cut that violates the branch bark ridge or collar zone is considered a flush cut and is thereby an avenue for decay entering the tree's structure. Such cuts will be subject to a performance failure per section 2.08(a).
- i. While evaluating which branches to remove during thinning pruning it is expected that the Contractor will consistently achieve the goal of removing no more than one quarter (1/4) of the existing foliage of a tree that is not already deciduous. If conditions seem to warrant heavier trimming, the Contractor is to seek guidance from the South Coast AQMD Building Maintenance Manager or his designee prior to completing the work.
- j. Branches greater than one inch in diameter shall be removed using a three-cut process to remove the branch or limb while preventing tearing the bark beyond the point of the final cut.
- k. In some cases, it will be necessary for Contractor to place temporary no parking signs the day prior to trimming or removal operations so that the work area is clear of parked cars. This responsibility is part of the trimming process, there will be no additional compensation, nor will South Coast AQMD staff perform this function.
- l. Removal of sucker growth and water sprouts is to be considered a regular element of grid trimming for purposes of this specification.
- m. Juvenile tree pruning shall be done at the direction of the Building Maintenance Manager or his designee. This shall involve structural pruning only to establish well-spaced scaffold limbs and eliminate co-dominate leaders etc. Skirting up juvenile trees without specific direction will subject the Contractor to the responsibility to remove and replace the tree (24" boxed specimen) at no cost to South Coast AQMD as this practice leads to weakly developed lower trunks.
- n. When the Contractor is trimming a tree known or suspected of having a disease which can be transmitted by pruning tools, the Contractor is to disinfect tools with either 10% chlorine bleach solution, or heating with a propane torch flame. These techniques only work reliably with flat blade saws, not chain saws. As such, pruning cuts on diseased trees should not be done using chain saws.

o. Clearance pruning required to avoid damage or danger related to structures, power distribution, and property. Clearance pruning shall include removal of branches to provide a minimum of eight feet of clearance over the sidewalks and parking stalls, 14 feet over roadways (parkways, parking lots) to facilitate vehicular movement under tree canopies, three feet from structures, and five feet from roofs.

p. As work progresses to the end of the work day, Contractor shall gather/load trimming debris into chipper trucks or bins. Sidewalks, roadways, and parking lots shall be thoroughly blown off to prevent leaves, sawdust etc. from entering the storm drain system. Failure to do this will subject South Coast AQMD to sanctions from the Walnut Valley Water District Department of Water Quality, which issues SCAQMD a storm water discharge permit. If Contractor operations lead to such sanctions, terms of section 2.08 will be imposed commensurate with the financial penalty South Coast AQMD suffers.

3.02 Tree Removals and Extra Work

a. Tree removals are considered extra work, outside of the Scope of Work, and will be done only after acceptance of Contractor's written estimate and written authorization from the South Coast AQMD Building Maintenance Manager or his designee. The South Coast AQMD Building Maintenance Manager or his designee will assist Contractor marking the trees identified for removal with paint or flagging tape.

b. All trimming/removal work shall be performed with due care to avoid falling limbs causing damage to automobiles, fences, walls, and/or other structures. It is expected that the Contractor understands how to lower limbs via rope when necessary to minimize ground impact or avoid other improvements which are known to the Contractor. Under certain conditions, it may be necessary for the Contractor to utilize a crane to complete a removal safely. Under this circumstance, all crane operations shall conform to ANSI Z133-2017 or latest revision – Safety Requirement for Arboricultural Operation.

c. Any tree removal job typically includes grinding the stump to a depth of at least 10 inches below grade. In some cases, to assure minimal re-growth of the stump, it may be necessary to grind more than 10 inches. If the stump is on a slope, or is otherwise inaccessible to grinding machinery, then the Contractor is expected to flush cut to minimize the size of the stump. Such stumps shall be treated with an appropriate herbicide at the time of the final trunk cut to reduce the chances of re-growth. Any stump that does re-sprout within six months of removal shall be cleared off back to the original stump and then treated with herbicide to kill the stump.

d. Where grinding is accomplished, Contractor shall rake up and remove most visible wood chips left on landscape, pavement or hardscape surfaces. If the tree is removed from a landscape area or tree wells/planters, a majority of the chips are to be removed from the site and enough soil brought to the site to re-establish a consistent grade, so a depression does not develop. The Contractor shall clean up all tree debris from the landscape and paved surfaces. This includes skidder marks and oil/hydraulic fluid stains that have leaked from Contractor's equipment if deemed excessive by the Building Maintenance Manager or his designee. Under such conditions, these areas

must be scrubbed, and power washed within 72 hours to minimize impact to pavement integrity and aesthetic impact.

e. Service requests for specific tree trimming will be required off-cycle, for such work as: removal of a hanging limb and property line or light parking lot clearing, with respect to the grid trimming schedule. Such work shall be done by a small crew which will be charged out on an hourly basis, or per service call, whichever is more cost effective for South Coast AQMD. This crew should be equipped with a bucket truck to complete work in the canopy, when necessary.

f. South Coast AQMD emergency response damage such as Santa Ana winds or winter storms requires the Contractor to be prepared to dispatch crews to clear right-of-way of fallen trees/limbs etc. In any emergency condition, Contractor shall respond with one or multiple crews per this specification. Contractor shall have either a manned 24/7 emergency phone number or provide a contact information for five individuals which are on-call status employees. Any changes to this list must be updated within two business days of status change.

g. Single location emergency response for a failed tree that blocks a roadway will need clearing outside of normal work hours, from time to time. The request for emergency crew assistance may come from the Building Maintenance Manager or his designee or other South Coast AQMD Management, as well as from Diamond Bar Police Department Dispatch. If Contractor receives a request for emergency crew assistance, Contractor will respond within a minimum of four hours. If Contractor is notified of an emergency request by anyone other than the South Coast AQMD Building Maintenance Manager or his designee, Contractor shall attempt to contact the South Coast AQMD Building Maintenance Manager or his designee within eight hours of the original call-out to apprise of the conditions and work performed and seek direction regarding next actions, if any.

h. In emergency situations the goal is to clear parking lot, roads, and sidewalks as quickly as possible. In these instances, cut debris may be stacked beyond the sidewalk in an orderly fashion. Debris should be scheduled for disposal on the next normal operating day.

i. Vehicles used for emergency work (typically chipper trucks, loaders etc.) shall be equipped with high visibility amber safety lighting which is visible to oncoming traffic from at least 1000' away.

4.00 EXCLUSIONS

Contractor is not responsible for usual and customary (cosmetic) damage to existing landscape elements that are growing under trees being maintained within the Scope of Work of this RFP. If it is determined by the South Coast AQMD Building Maintenance Manager or his designee that careless work habits lead to damage that was predictable (allowing large limbs to fall on shrubs, fences or other improvements that the Contractor could anticipate would be damaged), the Contractor may be subject to sanctions per section 2.08.

It is understood that some cut twigs will hang in the canopy of trees and not fall to the ground until a wind dislodges them. If it is deemed that the Contractor does not use due care in consistently locating and clearing such debris, Contractor will be directed to return and collect such debris at no additional cost to South Coast AQMD.

ATTACHMENT C

GREEN LANDSCAPING PRODUCTS, PRACTICES AND EQUIPMENT

I. Products and Practices

It is the purpose and intent of this section to ensure that the Contractor and all those who apply pesticides to property owned and/or managed by South Coast AQMD utilize integrated pest management (IPM) practices, eliminate or reduce pesticide applications on District-owned and/or District-managed property to the maximum extent feasible, and take all reasonable measures to ensure that pest control activities do not threaten environmental and human health. Those items below that are applicable shall apply to the Landscape Maintenance contract.

The Contractor, in carrying out its pest management operations, shall focus on long-term prevention or suppression of pest problems with minimum negative impact on human health, non-target organisms, and the environment. The Contractor recognizes that pesticides are potentially hazardous to human health and the environment and shall give preference to reasonably available, non-pesticide alternatives when considering the use of pesticides on District property.

In the IPM process, monitoring and the interpretation of data gathered provide estimates of the pest population in a given area. This monitoring allows accurate decisions to be made about when intervention measures are needed, the type of control measure to be selected, and the method of application. Pest management practices in an IPM program extend beyond the application of pesticides to include structural, procedural, and landscape modifications. These practices establish physical barriers to pests, reduce the food, water, and harborage available to them, and establish landscape plants and designs that require less maintenance.

The Contractor must furnish all labor, materials, and equipment to implement the monitoring, trapping, and pesticide application aspects of the IPM program. The Contractor must also make detailed, site-specific recommendations for structural and procedural modifications to achieve pest suppression. Contractor must provide evidence in the proposal of sufficient expertise in pest management and IPM principles and practices to carry out these responsibilities effectively.

The South Coast AQMD Building Maintenance Manager or his designee will act as the manager of the IPM program, which will include overseeing and monitoring contract performance.

The following elements are to be included in the Integrated Pest Management (IPM) plan:

- (1) Establish scouting or inspection procedures to monitor pest population levels. Perform thorough, in-field assessments of each pest problem, keeping records of such monitoring. Monitoring should be performed by designated personnel or contractor knowledgeable in IPM methods.

- (2) Establish for each pest an IPM implementation plan which evaluates the biological, aesthetic, and economic loss each site can tolerate (tolerance levels) and set pest population levels (action levels) at which corrective action should be taken to ensure that pests do not exceed tolerance levels.
- (3) Determine corrective actions when an action threshold is reached. Review and consider all available non-chemical options for acceptability and feasibility. Consider the use of chemicals only as a last resort. Select and use chemicals only in accordance with State, Federal and local law and in accordance with this chapter, whichever is most restrictive. Select reduced-risk practices least damaging to humans and the environment and most likely to produce a permanent reduction in the supportive environment for the target pest(s).
- (4) Identify and evaluate conditions that encourage pest problems. Modify pest ecosystems to reduce food and living space through physical and cultural practices.
 - (a) Use physical pest controls such as cultivation, traps, and barriers (exclusions).
 - (b) Employ practices, including watering, mulching, waste management, and food storage to reduce pest populations.
 - (c) Design and construct or modify, indoor and outdoor areas to reduce or eliminate pest habitats.
 - (d) Use pest-resistant plants and planting systems that minimize pest infections.
 - (e) Use biological pest controls when possible.
- (5) Determine most effective treatment time, based on pest biology and other variables, such as weather, seasonal changes in wildlife use, and local conditions.
- (6) Establish and maintain an accurate record-keeping system to catalog monitoring information and to document and evaluate effectiveness of pest management procedures.
- (7) Evaluate the effectiveness of the IPM program and make adjustments, as needed.

Except for pesticides granted an exemption by the South Coast AQMD Building Maintenance Manager or his designee, it is prohibited to use any Toxicity Category I or Toxicity Category II Pesticide product, any pesticide product containing an ingredient known to the State of California to cause cancer, developmental toxicity, or reproductive toxicity pursuant to the California Safe Drinking Water and Toxic Enforcement Act of 1986; any pesticide product containing an ingredient classified by the United States Environmental Protection Agency as a human carcinogen, probable human carcinogen, possible human carcinogen, reproductive toxin, or developmental toxin.

Notification

Any pesticide use should comply with the following notification procedure:

Signs should be posted at all usual public and employee entry points where the pesticide is applied in an enclosed area and posted at all usual points of entry to the treated area if the pesticide is applied in an open area, and pursuant to State or Federal law, regulation and by product label instructions. Signs should be posted four (4) days in advance of application, and remain in place for four (4) days following application. Signs should contain the name and active ingredient of the pesticide product, the target pest, signal word indicating the toxicity category of the pesticide product, or the actual date of application, the re-entry interval as determined by the product label or regulation, and the name and contact number for the County department responsible for the application. Signs should be of a standardized design that are easily recognizable to the public and workers.

Recordkeeping

- (1) Records shall be kept of each pesticide application. Each application record shall include the following information:
 - (a) target pest;
 - (b) type and quantity of pesticide product used, including the complete EPA registration number;
 - (c) site of the pesticide application;
 - (d) name of the pesticide applicator;
 - (e) date the pesticide was used;
 - (f) application equipment used; and
 - (g) last known date of prior pesticide application at the same site.

II. Equipment

In awareness of the air pollution emitted by traditional two-stroke engines, South Coast AQMD requires the Contractor use the cleanest tools and equipment available on the market. This would include electric, battery-powered, or four-stroke blowers, edger, trimmers, and other gardening equipment.

Leaf blowers shall be Pacific Sthil Model BR 500 or equal (as noted below).

The proposed leaf blower engine must have been certified by the California Air Resources Board (CARB) for sale in California and must meet certified emission levels no higher than those identified by CARB as the Blue Sky Series Levels listed below:

Engine Displacement	Hydrocarbon plus Oxides of Nitrogen	Carbon Monoxide	Particulate Matter (PM standard applies only to 2-stroke engines)
<50 cc	25 g/kW-hr	536 g/kW-hr	2.0 g/kW-hr
50-80cc inclusive	36 g/kW-hr	536 g/kW-hr	2.0 g/kW-hr

ATTACHMENT D

PARTICIPATION IN THE PROCUREMENT PROCESS

- A. It is the policy of South Coast Air Quality Management District (South Coast AQMD) to ensure that all businesses including minority business enterprises, women business enterprises, disabled veteran business enterprises and small businesses have a fair and equitable opportunity to compete for and participate in South Coast AQMD contracts.

B. Definitions:

The definition of minority, women or disadvantaged business enterprises set forth below is included for purposes of determining compliance with the affirmative steps requirement described in Paragraph G below on procurements funded in whole or in part with federal grant funds which involve the use of subcontractors. The definition provided for disabled veteran business enterprise, local business, small business enterprise, Zero or Near-Zero emission vehicle business and off-peak hours delivery business are provided for purposes of determining eligibility for point or cost considerations in the evaluation process.

1. "Women business enterprise" (WBE) as used in this policy means a business enterprise that meets all of the following criteria:
 - a. a business that is at least 51 percent owned by one or more women, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
 - b. a business whose management and daily business operations are controlled by one or more women.
 - c. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.
2. "Disabled veteran" as used in this policy is a United States military, naval, or air service veteran with at least 10 percent service-connected disability who is a resident of California.
3. "Disabled veteran business enterprise" (DVBE) as used in this policy means a business enterprise that meets all of the following criteria:
 - a. is a sole proprietorship or partnership of which at least 51 percent is owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint

- venture's management and control and earnings are held by one or more disabled veterans.
- b. the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
 - c. is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.
4. "Local business" as used in this policy means a company that has an ongoing business within geographical boundaries of South Coast AQMD at the time of bid or proposal submittal and performs 90% of the work related to the contract within the geographical boundaries of South Coast AQMD and satisfies the requirements of subparagraph H below. Proposals for legislative representation, such as in Sacramento, California or Washington D.C. are not eligible for local business incentive points.
 5. "Small business" as used in this policy means a business that meets the following criteria:
 - a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
 - A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or
 - A manufacturer with 100 or fewer employees.
 - b. Manufacturer means a business that is both of the following:
 - 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
 - 2) Classified between Codes 311000 and 339000, inclusive, of the North American Industrial Classification System (NAICS) Manual published by the United States Office of Management and Budget, 2007 edition.
 6. "Joint ventures" as defined in this policy pertaining to certification means that one party to the joint venture is a DVBE or small business and owns at least 51 percent of the joint venture.
 7. "Zero or Near-Zero Emission Vehicle Business" as used in this policy means a company or contractor that uses Zero or Near-Zero emission vehicles in

conducting deliveries to South Coast AQMD. Zero or Near-Zero emission vehicles include vehicles powered by electric, compressed natural gas (CNG), liquefied natural gas (LNG), liquefied petroleum gas (LPG), ethanol, methanol and hydrogen and are certified to 90% or lower of the existing standard.

8. "Off-Peak Hours Delivery Business" as used in this policy means a company or contractor that commits to conducting deliveries to South Coast AQMD during off-peak traffic hours defined as between 10:00 a.m. and 3:00 p.m.
9. "Benefits Incentive Business" as used in this policy means a company or contractor that provides janitorial, security guard or landscaping services to South Coast AQMD and commits to providing employee health benefits (as defined below in Section VIII.D.2.d) for full time workers with affordable deductible and co-payment terms.
10. "Minority Business Enterprise" as used in this policy means a business that is at least 51 percent owned by one or more minority person(s), or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more or minority persons.
 - a. a business whose management and daily business operations are controlled by one or more minority persons.
 - b. a business which is a sole proprietorship, corporation, or partnership with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.
 - c. "Minority person" for purposes of this policy, means a Black American, Hispanic American, Native-American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian (including a person whose origins are from India, Pakistan, and Bangladesh), Asian-Pacific-American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan).
11. "Most Favored Customer" as used in this policy means that the South Coast AQMD will receive at least as favorable pricing, warranties, conditions, benefits and terms as other customers or clients making similar purchases or receiving similar services.
12. "Disadvantaged Business Enterprise" as used in this policy means a business that is an entity owned and/or controlled by a socially and economically disadvantaged individual(s) as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d)(8% statute), respectively;
 - a Small Business Enterprise (SBE);
 - a Small Business in a Rural Area (SBRA);

a Labor Surplus Area Firm (LSAF); or
 a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

- C. Under Request for Quotations (RFQ), DVBEs, DVBE business joint ventures, small businesses, and small business joint ventures shall be granted a preference in an amount equal to 5% of the lowest cost responsive bid. Zero or Near-Zero Emission Vehicle Businesses shall be granted a preference in an amount equal to 5 percent of the lowest cost responsive bid. Off-Peak Hours Delivery Businesses shall be granted a preference in an amount equal to 2 percent of the lowest cost responsive bid. Local businesses (if the procurement is not funded in whole or in part by federal grant funds) shall be granted a preference in an amount equal to 2% of the lowest cost responsive bid. Businesses offering Most Favored Customer status shall be granted a preference in an amount equal to 2 percent of the lowest cost responsive bid.
- D. Under Request for Proposals, DVBEs, DVBE joint ventures, small businesses, and small business joint ventures shall be awarded ten (10) points in the evaluation process. A non-DVBE or large business shall receive seven (7) points for subcontracting at least twenty-five (25%) of the total contract value to a DVBE and/or small business. Zero or Near-Zero Emission Vehicle Businesses shall be awarded five (5) points in the evaluation process. On procurements which are not funded in whole or in part by federal grant funds local businesses shall receive five (5) points. Off-Peak Hours Delivery Businesses shall be awarded two (2) points in the evaluation process. Businesses offering Most Favored Customer status shall be awarded two (2) points in the evaluation process.
- E. South Coast AQMD will ensure that discrimination in the award and performance of contracts does not occur on the basis of race, color, sex, national origin, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint in the performance of South Coast AQMD contractual obligations.
- F. South Coast AQMD requires Contractor to be in compliance with all state and federal laws and regulations with respect to its employees throughout the term of any awarded contract, including state minimum wage laws and OSHA requirements.
- G. When contracts are funded in whole or in part by federal funds, and if subcontracts are to be let, the Contractor must comply with the following, evidencing a good faith effort to solicit disadvantaged businesses. Contractor shall submit a certification signed by an authorized official affirming its status as a MBE or WBE, as applicable, at the time of contract execution. South Coast AQMD reserves the right to request documentation demonstrating compliance with the following good faith efforts prior to contract execution.
 - 1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - 2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where

the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.
- H. To the extent that any conflict exists between this policy and any requirements imposed by federal and state law relating to participation in a contract by a certified MBE/WBE/DVBE as a condition of receipt of federal or state funds, the federal or state requirements shall prevail.
- I. When contracts are not funded in whole or in part by federal grant funds, a local business preference will be awarded. For such contracts that involve the purchase of commercial off-the-shelf products, local business preference will be given to suppliers or distributors of commercial off-the-shelf products who maintain an ongoing business within the geographical boundaries of South Coast AQMD. However, if the subject matter of the RFP or RFQ calls for the fabrication or manufacture of custom products, only companies performing 90% of the manufacturing or fabrication effort within the geographical boundaries of South Coast AQMD shall be entitled to the local business preference. Proposals for legislative representation, such as in Sacramento, California or Washington D.C. are not eligible for local business incentive points.
- J. In compliance with federal fair share requirements set forth in 40 CFR Part 33, South Coast AQMD shall establish a fair share goal annually for expenditures with federal funds covered by its procurement policy.

ATTACHMENT E

CERTIFICATIONS AND REPRESENTATIONS



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178

(909) 396-2000 • www.aqmd.gov

Business Information Request

Dear South Coast AQMD Contractor/Supplier:

South Coast Air Quality Management District (South Coast AQMD) is committed to ensuring that our contractor/supplier records are current and accurate. If your firm is selected for award of a purchase order or contract, it is imperative that the information requested herein be supplied in a timely manner to facilitate payment of invoices. In order to process your payments, we need the enclosed information regarding your account. **Please review and complete the information identified on the following pages, remember to sign all documents for our files, and return them as soon as possible to the address below:**

**Attention: Accounts Payable, Accounting Department
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178**

If you do not return this information, we will not be able to establish you as a vendor. This will delay any payments and would still necessitate your submittal of the enclosed information to our Accounting department before payment could be initiated. Completion of this document and enclosed forms would ensure that your payments are processed timely and accurately.

If you have any questions or need assistance in completing this information, please contact Accounting at (909) 396-3777. We appreciate your cooperation in completing this necessary information.

Sincerely,

Sujata Jain
Chief Financial Officer

DH:jn

Enclosures: Business Information Request
Disadvantaged Business Certification
W-9
Form 590 Withholding Exemption Certificate
Federal Contract Debarment Certification
Campaign Contributions Disclosure
Direct Deposit Authorization

REV 9/22



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178

(909) 396-2000 • www.aqmd.gov

BUSINESS INFORMATION REQUEST

Business Name	
Division of	
Subsidiary of	
Website Address	
Type of Business <i>Check One:</i>	<input type="checkbox"/> Individual <input type="checkbox"/> DBA, Name _____, County Filed in _____ <input type="checkbox"/> Corporation, ID No. _____ <input type="checkbox"/> LLC/LLP, ID No. _____ <input type="checkbox"/> Other _____

REMITTING ADDRESS INFORMATION

Address			
City/Town			
State/Province		Zip	
Phone	() - Ext	Fax	() -
Contact		Title	
E-mail Address			
Payment Name if Different			

All invoices must reference the corresponding Purchase Order Number(s)/Contract Number(s) if applicable and mailed to:

**Attention: Accounts Payable, Accounting Department
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178**

BUSINESS STATUS CERTIFICATIONS

Federal guidance for utilization of disadvantaged business enterprises allows a vendor to be deemed a small business enterprise (SBE), minority business enterprise (MBE) or women business enterprise (WBE) if it meets the criteria below.

- is certified by the Small Business Administration or
- is certified by a state or federal agency or
- is an independent MBE(s) or WBE(s) business concern which is at least 51 percent owned and controlled by minority group member(s) who are citizens of the United States.

Statements of certification:

As a prime contractor to South Coast AQMD, _____ (name of business) will engage in good faith efforts to achieve the fair share in accordance with 40 CFR Section 33.301, and will follow the six affirmative steps listed below **for contracts or purchase orders funded in whole or in part by federal grants and contracts.**

1. Place qualified SBEs, MBEs, and WBEs on solicitation lists.
2. Assure that SBEs, MBEs, and WBEs are solicited whenever possible.
3. When economically feasible, divide total requirements into small tasks or quantities to permit greater participation by SBEs, MBEs, and WBEs.
4. Establish delivery schedules, if possible, to encourage participation by SBEs, MBEs, and WBEs.
5. Use services of Small Business Administration, Minority Business Development Agency of the Department of Commerce, and/or any agency authorized as a clearinghouse for SBEs, MBEs, and WBEs.
6. If subcontracts are to be let, take the above affirmative steps.

Self-Certification Verification: Also for use in awarding additional points, as applicable, in accordance with South Coast AQMD Procurement Policy and Procedure:

Check all that apply:

- | | |
|---|--|
| <input type="checkbox"/> Small Business Enterprise/Small Business Joint Venture | <input type="checkbox"/> Women-owned Business Enterprise |
| <input type="checkbox"/> Local business | <input type="checkbox"/> Disabled Veteran-owned Business Enterprise/DVBE Joint Venture |
| <input type="checkbox"/> Minority-owned Business Enterprise | <input type="checkbox"/> Most Favored Customer Pricing Certification |

Percent of ownership: _____ %

Name of Qualifying Owner(s): _____

State of California Public Works Contractor Registration No. _____ . MUST BE INCLUDED IF BID PROPOSAL IS FOR PUBLIC WORKS PROJECT.

I, the undersigned, hereby declare that to the best of my knowledge the above information is accurate. Upon penalty of perjury, I certify information submitted is factual.

NAME

TITLE

TELEPHONE NUMBER

DATE

Definitions

Disabled Veteran-Owned Business Enterprise means a business that meets all of the following criteria:

- is a sole proprietorship or partnership of which is at least 51 percent owned by one or more disabled veterans, or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
- the management and control of the daily business operations are by one or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
- is a sole proprietorship, corporation, partnership, or joint venture with its primary headquarters office located in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other foreign-based business.

Joint Venture means that one party to the joint venture is a DVBE and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that DVBE will receive at least 51 percent of the project dollars.

Local Business means a business that meets all of the following criteria:

- has an ongoing business within the boundary of South Coast AQMD at the time of bid application.
- performs 90 percent of the work within South Coast AQMD's jurisdiction.

Minority-Owned Business Enterprise means a business that meets all of the following criteria:

- is at least 51 percent owned by one or more minority persons or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons.
- is a business whose management and daily business operations are controlled or owned by one or more minority person.
- is a business which is a sole proprietorship, corporation, partnership, joint venture, an association, or a cooperative with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.

"Minority" person means a Black American, Hispanic American, Native American (including American Indian, Eskimo, Aleut, and Native Hawaiian), Asian-Indian American (including a person whose origins are from India, Pakistan, or Bangladesh), Asian-Pacific American (including a person whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, or Taiwan).

Small Business Enterprise means a business that meets the following criteria:

- a. 1) an independently owned and operated business; 2) not dominant in its field of operation; 3) together with affiliates is either:
 - **A service, construction, or non-manufacturer with 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or**
 - A manufacturer with 100 or fewer employees.
- b. Manufacturer means a business that is both of the following:
 - 1) Primarily engaged in the chemical or mechanical transformation of raw materials or processed substances into new products.
 - 2) Classified between Codes 311000 to 339000, inclusive, of the North American Industrial Classification System (NAICS) Manual published by the United States Office of Management and Budget, 2007 edition.

Small Business Joint Venture means that one party to the joint venture is a Small Business and owns at least 51 percent of the joint venture. In the case of a joint venture formed for a single project this means that the Small Business will receive at least 51 percent of the project dollars.

Women-Owned Business Enterprise means a business that meets all of the following criteria:

- is at least 51 percent owned by one or more women or in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more women.
- is a business whose management and daily business operations are controlled or owned by one or more women.
- is a business which is a sole proprietorship, corporation, partnership, or a joint venture, with its primary headquarters office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign business.

Most Favored Customer as used in this policy means that the South Coast AQMD will receive at least as favorable pricing, warranties, conditions, benefits and terms as other customers or clients making similar purchases or receiving similar services.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> <div style="width: 35%;"> Exempt payee code (if any) </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. </div> <div style="width: 35%;"> Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small> </div> </div>		
4 Other (see instructions) ▶ 		
5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div style="display: flex; justify-content: space-around;"> </div>	<div style="display: flex; justify-content: space-around;"> </div>
or	
Employer identification number	
<div style="display: flex; justify-content: space-around;"> </div>	<div style="display: flex; justify-content: space-around;"> </div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

TAXABLE YEAR

CALIFORNIA FORM

2021 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

Payee Information

Name

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.)

State ZIP code

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 (insert letter) or Internal Revenue Code Section 501(c) (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title

Telephone

Payee's signature ▶

Date

2021 Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

General Information

California Revenue and Taxation Code (R&TC) Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California. For more information, See General Information B, Income Subject to Withholding.

Registered Domestic Partners (RDPs) – For purposes of California income tax, references to a spouse, husband, or wife also refer to a California RDP unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding.

Form 590 does not apply to payments of backup withholding. For more information, go to ftb.ca.gov and search for **backup withholding**.

Form 590 does not apply to payments for wages to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, go to edd.ca.gov or call 888.745.3886.

Do not use Form 590 to certify an exemption from withholding if you are a **seller of California real estate**. Sellers of California real estate use Form 593, Real Estate Withholding Statement, to claim an exemption from the real estate withholding requirement.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities.
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities.
- A foreign government or any of its political subdivisions, agencies, or instrumentalities.

B Income Subject to Withholding

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident partners, members, and S corporation shareholders and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties from activities sourced to California.

- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Endorsement payments received for services performed in California.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication, see Additional Information.

C Who Certifies this Form

Form 590 is certified (completed and signed) by the payee. California residents or entities exempt from the withholding requirement should complete Form 590 and submit it to the withholding agent before payment is made. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless notified by the Franchise Tax Board (FTB) that the form should not be relied upon.

An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed exemption certificate, the withholding agent may accept a letter from the payee as a substitute explaining why they are not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number (TIN).

The certification does not need to be renewed annually. The certification on Form 590 remains valid until the payee's status changes. The withholding agent must retain a copy of the certification or substitute for at least five years after the last payment to which the certification applies. The agent must provide it to the FTB upon request.

If an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided.

Do not submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Definitions

For California nonwage withholding purposes:

- **Nonresident** includes all of the following:
 - Individuals who are not residents of California.
 - Corporations not qualified through the California Secretary of State (CA SOS) to do business in California or having no permanent place of business in California.
 - Partnerships or limited liability companies (LLCs) with no permanent place of business in California.
 - Any trust without a resident grantor, beneficiary, or trustee, or estates where the decedent was not a California resident.
- **Foreign** refers to non-U.S.

For more information about determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status. Military servicemembers have special rules for residency. For more information see General Information E, Military Spouse Residency Relief Act (MSRRA), and FTB Pub. 1032, Tax Information for Military Personnel.

Permanent Place of Business:

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or it has qualified through the CA SOS to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home.
- To which you intend to return whenever you are absent.

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders.

California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRRA.

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRRA requirements, get FTB Pub. 1032.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

If any of these situations occur, then withholding may be required. For more information, get Form 592, Resident and Nonresident Withholding Statement, Form 592-B, Resident and Nonresident Withholding Tax Statement, [Form 592-PTE](#), Pass-Through Entity Annual Withholding Return, Form 592-Q, Payment Voucher for Pass-Through Entity Withholding, and Form 592-V, Payment Voucher for Resident or Nonresident Withholding.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech disability
711 or 800.735.2929 California relay service

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov

Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos

TTY/TDD: 800.822.6268 para personas con discapacidades auditivas o del habla
711 ó 800.735.2929 servicio de relevo de California

Specific Instructions

Payee Instructions

Enter the withholding agent's name.

Enter the payee's information, including the TIN and check the appropriate TIN box.

You must provide a valid TIN as requested on this form. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp no.); or CA SOS file number.

Private Mail Box (PMB) – Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Follow the country's practice for entering the city, county, province, state, country, and postal code, as applicable, in the appropriate boxes. Do not abbreviate the country name.

Exemption Reason – Check the box that reflects the reason why the payee is exempt from the California income tax withholding requirement.

Withholding Agent Instructions

Do not send this form to the FTB. The certification on Form 590 remains valid until the payee's status changes. The withholding agent must retain a copy of the certificate or substitute for at least five years after the last payment to which the certificate applies. The agent must provide it to the FTB upon request.

Additional Information

Website: For more information, go to ftb.ca.gov and search for nonwage.

MyFTB offers secure online tax account information and services. For more information, go to ftb.ca.gov and login or register for **MyFTB**.

Telephone: 888.792.4900 or 916.845.4900, Withholding Services and Compliance phone service

Fax: 916.845.9512

Mail: WITHHOLDING SERVICES AND COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

For questions unrelated to withholding, or to download, view, and print California tax forms and publications, or to access the TTY/TDD numbers, see the Internet and Telephone Assistance section.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

☐ I am unable to certify to the above statements. My explanation is attached.



CAMPAIGN CONTRIBUTIONS DISCLOSURE

In accordance with California law, bidders and contracting parties are required to disclose, at the time the application is filed, information relating to any campaign contributions made to South Coast Air Quality Management District (SCAQMD) Board Members or members/alternates of the MSRC, including: the name of the party making the contribution (which includes any parent, subsidiary or otherwise related business entity, as defined below), the amount of the contribution, and the date the contribution was made. 2 C.C.R. §18438.8(b). Where a proposed rule or proposed amended rule impacts three or fewer facilities, those facilities will be treated in much the same manner as contracting parties and so must also complete this form, disclosing information relating to any campaign contributions made to any SCAQMD Board Members. See Quadri Advice Letter (2002) A-02.096.1 In the event that a qualifying campaign contribution is made, the Board Member to whom it was made may be disqualified from participating in the actions involving that donor.

California law prohibits a party, or an agent, from making campaign contributions to SCAQMD Governing Board Members or members/alternates of the Mobile Source Air Pollution Reduction Review Committee (MSRC) of more than \$250 while their contract or permit is pending before the SCAQMD; and further prohibits a campaign contribution from being made for three (3) months following the date of the final decision by the Governing Board or the MSRC on a donor's contract or permit. Gov't Code §84308(d). For purposes of reaching the \$250 limit, the campaign contributions of the bidder or contractor plus contributions by its parents, affiliates, and related companies of the contractor or bidder are added together. 2 C.C.R. §18438.5.

In addition, SCAQMD Board Members or members/alternates of the MSRC must abstain from voting on a contract or permit if they have received a campaign contribution from a party or participant to the proceeding, or agent, totaling more than \$250 in the 12-month period prior to the consideration of the item by the Governing Board or the MSRC. Gov't Code §84308(c).

The list of current SCAQMD Governing Board Members can be found at the SCAQMD website (www.aqmd.gov). The list of current MSRC members/alternates can be found at the MSRC website (<http://www.cleantransportationfunding.org>).

SECTION I.

Contractor (Legal Name): _____

DBA, Name _____, County Filed in _____

Corporation, ID No. _____

LLC/LLP, ID No. _____

List any parent, subsidiaries, or otherwise affiliated business entities of Contractor:
(See definition below).

SECTION II.

Has Contractor and/or any parent, subsidiary, or affiliated company, or agent thereof, made a campaign contribution(s) totaling \$250 or more in the aggregate to a current member of the South Coast Air Quality Management Governing Board or member/alternate of the MSRC in the 12 months preceding the date of execution of this disclosure?

¹ The information provided on this form does not, and is not intended to, constitute legal advice. To the extent that you may have questions regarding any case law, citations, or legal interpretations provided above please seek the guidance of your own independent counsel.

☐ Yes ☐ No **If YES, complete Section II below and then sign and date the form.
If NO, sign and date below. Include this form with your submittal.**

Campaign Contributions Disclosure, *continued*:

Name of Contributor _____

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

Name of Contributor _____

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

Name of Contributor _____

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

Name of Contributor _____

_____	_____	_____
Governing Board Member or MSRC Member/Alternate	Amount of Contribution	Date of Contribution

I declare the foregoing disclosures to be true and correct.

By: _____

Title: _____

Date: _____

DEFINITIONS

Parent, Subsidiary, or Otherwise Related Business Entity (2 Cal. Code of Regs., §18703.1(d).)

- (1) Parent subsidiary. A parent subsidiary relationship exists when one corporation directly or indirectly owns shares possessing more than 50 percent of the voting power of another corporation.
- (2) Otherwise related business entity. Business entities, including corporations, partnerships, joint ventures and any other organizations and enterprises operated for profit, which do not have a parent subsidiary relationship are otherwise related if any one of the following three tests is met:
 - (A) One business entity has a controlling ownership interest in the other business entity.
 - (B) There is shared management and control between the entities. In determining whether there is shared management and control, consideration should be given to the following factors:
 - (i) The same person or substantially the same person owns and manages the two entities;
 - (ii) There are common or commingled funds or assets;
 - (iii) The business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis;
 - (iv) There is otherwise a regular and close working relationship between the entities; or
 - (C) A controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.



South Coast Air Quality Management District

21865 Copley Drive, Diamond Bar, CA 91765-4178

(909) 396-2000 • www.aqmd.gov

Direct Deposit Authorization

STEP 1: Please check all the appropriate boxes

- | | |
|--|--|
| <input type="checkbox"/> Individual (Employee, Governing Board Member) | <input type="checkbox"/> New Request |
| <input type="checkbox"/> Vendor/Contractor | <input type="checkbox"/> Cancel Direct Deposit |
| <input type="checkbox"/> Changed Information | |

STEP 2: Payee Information

Last Name		First Name		Middle Initial	Title
Vendor/Contractor Business Name (if applicable)					
Address				Apartment or P.O. Box Number	
City		State	Zip	Country	
Taxpayer ID Number		Telephone Number		Email Address	

Authorization

- I authorize South Coast Air Quality Management District (South Coast AQMD) to direct deposit funds to my account in the financial institution as indicated below. I understand that the authorization may be rejected or discontinued by South Coast AQMD at any time. If any of the above information changes, I will promptly complete a new authorization agreement. If the direct deposit is not stopped before closing an account, funds payable to me will be returned to South Coast AQMD for distribution. This will delay my payment.
- This authorization remains in effect until South Coast AQMD receives written notification of changes or cancellation from you.
- I hereby release and hold harmless South Coast AQMD for any claims or liability to pay for any losses or costs related to insufficient fund transactions that result from failure within the Automated Clearing House network to correctly and timely deposit monies into my account.

STEP 3:

You must verify that your bank is a member of an Automated Clearing House (ACH). Failure to do so could delay the processing of your payment. You must attach a voided check or have your bank complete the bank information and the account holder must sign below.

To be Completed by your Bank

Staple Voided Check Here	Name of Bank/Institution		
	Account Holder Name(s)		
	<input type="checkbox"/> Saving <input type="checkbox"/> Checking	Account Number	Routing Number
	Bank Representative Printed Name	Bank Representative Signature	Date
	ACCOUNT HOLDER SIGNATURE:		Date

For South Coast AQMD Use Only

Input By _____

Date _____

